

APPENDIX A
SAMPLE CONTRACT



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
AND

ENTITLED
DISPUTE RESOLUTION PROGRAM
CONTRACT NUMBER _____
CONTRACT PERIOD JULY 1, 2014 – JUNE 30, 2015

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Exhibit R (Contract Management System - Contractor's Gateway Terms and Conditions of Use)

Exhibit S (Performance Requirements Summary Chart)

RECITALS

This Contract, which includes its Exhibits, is made and entered into this [**@ Contract_Date @**] by and between the parties below:

County of Los Angeles
Community and Senior Services
(hereafter "County")

County's Business Address:
3175 West Sixth Street
Los Angeles, Ca 90020

and

[@ Supplier Name @]
(hereafter "Contractor")

Contractor's Business Address:
[@ Supplier Address Line1 @]
[@ Supplier City @], Ca [@ Supplier Zip Code @]

WHEREAS, pursuant to the California Government Code Section 26227 and the California Business and Professions Code Section 465, County is permitted to contract for services; and

WHEREAS, the Dispute Resolution Programs Act of 1986 (hereafter "DRPA"), California Business and Professions Code Sections 465 - 471.5, provides that a portion of the funds collected from local court filing fees may be used to establish local informal dispute resolution programs for residents, businesses and organizations (hereafter "Services"); and

WHEREAS, the DRPA has designated the California Department of Consumer Affairs (hereafter "State") to oversee the statewide administration of all dispute resolution programs, and it has also authorized Los Angeles County to allocate a portion of the court filing fees it collects to implement and provide funding for County's Dispute Resolution Program (hereafter "DRP" or "Program"), which provides Services to Clients, as defined in Exhibit A (Statement of Work); and

WHEREAS, County shall oversee implementation of these Services within its jurisdictional boundaries and County has determined to procure and enter into an agreement with an organization(s) that shall provide these Services in accordance with the DRPA, regulations, directives and Program guidelines thereto promulgated by both County and State; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide such Services; and

WHEREAS, Contractor shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the Program in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, on **[Board Date]**, the Los Angeles County Board of Supervisors authorized the Director of the County of Los Angeles Community and Senior Services (hereafter "County's Department Head") or his/her designee to enter, execute and administer this [**@ Program Name @**] Contract;

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P (intentionally omitted), Q, R and S are attached to and form a part of this Contract. This Contract and the Exhibits (hereafter "this Contract") constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.
- 1.2 Contractor's Statement of Qualifications (SOQ) submitted in response to the [**@ Program Name @**] Request for Statement of Qualifications (RFSQ) is incorporated and made part of this Contract. Contractor's misrepresentation of any required element in its SOQ submitted in response to the RFSQ shall be considered an event of default and this Contract may be terminated in whole or in part pursuant to available remedies provided in Paragraph 8.43 (Termination for Default).
- 1.3 The headings, page numbers, Paragraph and Sub-paragraph numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 References in this Contract to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines and/or directives shall mean such laws, rules, regulations, ordinances, guidelines and/or directives as amended from time to time.
- 1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Contract, shall be in writing, and shall be given or made in the sole discretion of the person or County agency authorized to provide such approval or consent.
- 1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Contract and then to the Exhibits according to the following priority:
 - 1.6.1 Exhibit J (Definitions)
 - 1.6.2 Exhibit A (Statement of Work)
 - 1.6.3 Exhibit B (Budget)
 - 1.6.4 Exhibit C (Mandated Program Services)
 - 1.6.5 Exhibit S (Performance Requirements Summary Chart)

- 1.6.6 Exhibit G (Contractor Acknowledgement and Confidentiality Agreement)
- 1.6.7 Exhibit K (Accounting, Administration and Reporting Requirements)
- 1.6.8 Exhibit M (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies)
- 1.6.9 Exhibit R (Contract Management System - Contractor's Gateway Terms and Conditions of Use)
- 1.6.10 Exhibit E (County's Administration)
- 1.6.11 Exhibit F (Contractor's Administration)
- 1.6.12 Exhibit H (Contractor Employee Jury Service)
- 1.6.13 Exhibit D (Contractor's Equal Employment Opportunity Certification)
- 1.6.14 Exhibit I (Safely Surrendered Baby Law Fact Sheet)
- 1.6.15 Exhibit Q (Certification of Compliance with County's Defaulted Property Tax Reduction Program)
- 1.6.16 Exhibit L (Joint Funding Revenue Disclosure)
- 1.6.17 Exhibit N (Inventory Control Form)
- 1.6.18 Exhibit O (Charitable Contributions Certification)
- 1.6.19 Exhibit P (Intentionally Omitted)

2.0 DEFINITIONS AND HEADINGS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit J (Definitions) provides the meaning of key words used herein. These definitions shall be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth herein.
- 3.2 If Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3 In the performance of this Contract, Contractor shall comply the following (which may from time to time be amended, modified or revised by the funding authority): all terms and conditions of this Contract (including all terms

contained in the Exhibits hereto) and those imposed and required by County and funding authorities; relevant Program provisions; implementing regulations; grant requirements; and, rules and policies.

- 3.4 Time is of the essence in the provision and completion of the Work provided to County as stipulated in this Contract, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Contract.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one (1) year commencing on July 1, 2014, upon execution by the parties, and shall continue through June 30, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 Following the initial term as set forth in Paragraph 4.1 above, County shall have the sole option to extend this Contract term for up to four (4) additional one-year periods for a maximum total Contract term of five (5) years. Each such option shall be exercised at the sole discretion of County.
- 4.3 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.
- 4.4 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 Cost Reimbursement Contract

- 5.1.1 County and Contractor agree that this is a cost reimbursement Contract. County shall compensate Contractor for supplying the Services as set forth in Exhibit A (Statement of Work), Exhibit B (Budget) and Exhibit C (Mandated Program Services).

5.2 Funding Allocations

5.2.1 Maximum Contract Sum

- 5.2.1.1 During the term of this Contract, Contractor shall receive funding for providing the Services outlined in this Contract (hereafter "Contract Funds"). The maximum amount of [@ Program Name @] funding for the term of this Contract is \$[@ **Maximum Contract Sum** @] (hereafter "Maximum Contract Sum"). In the event that County exercises its option to extend the Contract term, Contract Funds shall be allocated to Contractor on an annual basis for each Fiscal (or Program) Year that this Contract is extended (hereafter "Maximum Annual Contract Sum"). The total of all allocations provided to Contractor throughout the term of this Contract (including any term extensions) shall become the Maximum Contract Sum.

5.2.1.2 The Maximum Contract Sum is comprised of monies (a portion of court filing fees collected by local courts), which the Dispute Resolution Programs Act has authorized County to use in providing Program Services.

5.2.2 Intentionally Omitted

5.2.3 Pursuant to Paragraph 8.1 (Amendments), County may amend this Contract upon occurrence of any changes to the Contract Funds. Future allocations of Contract Funds will be contingent upon the availability and appropriation of funds from Federal, State and/or local authorities and may be subsequently adjusted to reflect available funding.

5.3 Intentionally Omitted

5.4 Assumption or Takeover

5.4.1 Contractor shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

5.5 Limitations on Use of Contract Funds

5.5.1 Contract Funds may only be used for the purposes set forth herein, and must be consistent with the statutory authority for the Program.

5.5.2 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, County and Contractor agree that the requirements for expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with applicable Federal Office of Management and Budget (OMB) Circulars as well as applicable provisions of the Code of Federal Regulations (CFRs). To this end, Contractor shall comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit K (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Contractor shall comply with the following requirements (as applicable to Contractor's organization): cost principles outlined in OMB Circular A-21 (relocated to 2 CFR 220), OMB Circular A-87 (relocated to 2 CFR 225), OMB Circular A-122 (relocated to 2 CFR 230), 48 CFR 31 or 45 CFR 74 Appendix E; administrative requirements outlined in OMB Circular A-102, OMB Circular A-110 (relocated to 2 CFR 215), 29 CFR 95 or 29 CFR 97; and, audit requirements outlined in OMB Circular A-133. Contractor shall be responsible for obtaining the most recent version of these OMB Circulars and CFRs, which are available via the Internet at

5.5.3 Limitations on Contract Sums

5.5.3.1 Contractor shall not be paid for any Contract expenditures that exceed the Maximum Contract Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Contract Sum. Any expenditures that exceed the Maximum Contract Sum shall become the sole fiscal responsibility of Contractor.

5.5.3.2 Intentionally Omitted

5.5.4 Prohibitions on Contract Funds

5.5.4.1 County and Contractor acknowledge that this Contract is funded with State, County and/or local monies (i.e., there are no Federal monies provided for this Contract). Notwithstanding this acknowledgement, County and Contractor agree that Contractor shall comply with Public Law (PL) 101-121 (31 USC 1352), its amendments or revisions, and any implementing regulations as it pertains to Contract Funds. To this end, Contractor is prohibited from using Contract Funds to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan or cooperative agreement. Contractor shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all subcontractors or sub-grantees under this Contract also fully comply with such certification and disclosure requirements.

5.5.4.2 No materials, property, or Services contributed to County or Contractor under this Contract shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, no materials, property, or Services contributed to County or Contractor under this Contract shall be used for the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

5.5.4.3 Contract Funds may not be used for matching funds for any Federal, State, County or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.

5.5.4.4 Contract Funds may not be used to sue the Federal government or any other government entity.

5.5.4.5 Pre-award costs are not an allowable use for

Contract Funds.

5.6 75% of Contract Authorization

- 5.6.1 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract (the Maximum Contract Sum). Upon occurrence of this event, Contractor shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (County's Administration).

5.7 No Payment for Services Provided Following Expiration or Termination of Contract

- 5.7.1 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County's Contract Manager and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.8 Other Contracts

- 5.8.1 Contractor shall immediately notify County's Contract Manager in writing of any contracts between Contractor and other public or private organizations which directly impact activities funded under this Contract. A copy of any such contracts shall be kept on file at Contractor's offices and shall be provided to County upon request. Contractor shall also immediately notify County's Contract Manager in writing of any default, termination, or finding of withheld payments under such contracts between Contractor and other public or private organizations which directly impact activities funded under this Contract.
- 5.8.2 Contractor warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Contract.

5.9 Joint Funding Revenues

- 5.9.1 Funds made available under this Contract shall supplement and not supplant any other Federal, State or local funds expended by Contractor to provide Program Services. Contractor certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. To this end, Contractor shall complete Exhibit L (Joint Funding Revenue Disclosure) prior to the commencement of this Contract (and annually thereafter). Contractor shall submit the completed Exhibit L (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

5.10 Invoices and Payments

- 5.10.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Payments to Contractor shall be based on the information provided by Contractor as established in Exhibit B (Budget), and Contractor shall be paid only for the tasks, deliverables, goods, Services, budgeted items and other work approved in writing by County. If County does not approve the Work in writing, no payment shall be due to Contractor for that Work.
- 5.10.2 Contractor's invoices shall be priced in accordance with the information provided in Exhibit B (Budget) and Exhibit C (Mandated Program Services).
- 5.10.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work), Exhibit B (Budget) and Exhibit C (Mandated Program Services), describing the tasks, deliverables, goods, Services, Work hours, budgeted items and facility and/or other work for which payment is claimed.
- 5.10.4 **Submission of Invoices**
- 5.10.4.1 Contractor shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, and Contractor shall submit each invoice as directed by County by the 10th calendar day of the month following the month of Service (e.g., Contractor shall submit an invoice for Services provided in October by November 10th for reimbursement). Contractor shall also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Contractor shall submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.
- 5.10.4.2 Contractor shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Contractor shall not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Contractor takes the appropriate measures to adhere to these requirements.
- 5.10.4.3 When Contractor does not incur any expenditures for the month of Service, Contractor shall prepare an invoice as directed by County so

that the invoice reflects zero (\$0) expenditures. Contractor shall submit the invoice according to the procedures outlined herein and as further directed by County.

5.10.4.4 Contractor shall submit to County all invoices for Contractor's Work performed under the requirements of this Contract. Contractor shall prepare and submit invoices in the form and manner as directed by County. Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion.

5.10.4.5 Contractor is responsible for the accuracy of invoices submitted to County. Contractor shall reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Contractor and County agree as follows:

5.10.4.5.1 When County or its designee discovers that Contractor has been overpaid, County will send Contractor written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Contractor that exceeds either the Maximum Annual Contract Sum or the Maximum Contract Sum. Contractor shall return such overpayment to County within thirty (30) days of receiving County's written notification.

5.10.4.5.2 When Contractor receives or discovers any overpayment from County, Contractor shall immediately notify County's Contract Manager in writing of such overpayment. Contractor shall immediately return such overpayment to County's Contract Manager within thirty (30) days of receiving or discovering the overpayment.

5.10.4.5.3 At County's sole election, overpayment made to Contractor may be used to offset future payments due Contractor.

5.10.4.6 Contractor shall submit a complete, accurate, verifiable and timely invoice for each month of Service in addition to a complete, accurate and timely final year-end invoice as directed above. Contractor's failure to comply with these requirements may result in delayed processing of payment(s). Contractor's continued non-compliance may result in probation, suspension or other remedy which County may

impose at its sole discretion.

5.10.5 County Approval of Invoices

5.10.5.1 All invoices submitted by Contractor for payment must have the written approval of County's Contract Manager or designee prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.10.6 Payments to Contractor

5.10.6.1 In accordance with the invoicing policies and procedures set forth in this Contract as well as those provided by County, County agrees to pay Contractor for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums or modifications thereto. Such payment shall not exceed the amount(s) indicated in Paragraph 5.2 (Funding Allocations). All payments to Contractor will be made in arrears on a monthly basis for Services performed, provided that Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those Services expressly authorized by this Contract.

5.10.6.2 Payments to Contractor will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Sub-paragraph, an undisputed invoice shall mean an invoice which does not contain errors and has been completed and submitted by Contractor pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Contractor shall promptly adhere to County's instructions for correcting an invoice that is not undisputed in order to prevent any delays in processing payment(s). Until Contractor submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

5.10.6.3 All payments for Services provided under the terms of this Contract shall be made to Contractor using Contractor's legal name and tax payer identification number. Contractor shall not request payments to be made to third-party vendors (i.e., subcontractors) or any vendor which Contractor may use in the performance of this Contract. For purposes of this Contract, Contractor's legal name is identified as the name on Contractor's articles of incorporation, charter or other legal document that was used to create Contractor's organization.

5.10.6.4 **Direct Deposit Requirements**

5.10.6.4.1 In an effort to reduce costs, Contractor shall receive payments through direct deposit and shall adhere to County's direct deposit requirements. Contractor shall complete a direct deposit authorization form and submit it to County's Contract Manager in the time and manner as prescribed by County.

5.10.6.5 **Past Due Invoice**

5.10.6.5.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered shall constitute a "past due invoice". Notwithstanding any other provision of this Contract, Contractor and County agree that County shall have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted, provided that sufficient funds remain available under this Contract.

5.10.7 Contractor's failure to timely submit Contract-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Contractor or other remedies provided by law or this Contract. Such documents shall include, but are not limited to, the following:

5.10.8.1 Exhibit B (Budget); Exhibit D (Contractor's Equal Employment Opportunity Certification); Exhibit F (Contractor's Administration); Exhibit G (Contractor Acknowledgement and Confidentiality Agreement); Exhibit L (Joint Funding Revenue Disclosure); Exhibit N (Inventory Control Form); Exhibit O (Charitable Contributions Certification); Exhibit Q (Certification of Compliance with County's Defaulted Property Tax Reduction Program);

5.10.8.2 Those documents outlined in Exhibit A (Statement of Work), Section 7.0 (Fiscal) and Section 22.0 (Contract Document Deliverables).

5.10.8 **Local Small Business Enterprise (Local SBE) - Prompt Payment Program**

5.10.8.1 When Contractor is certified as a Local SBE, Contractor will receive prompt payment for Services provided to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.11 **Intentionally Omitted**

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following Paragraphs is provided in Exhibit E (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Contract Manager

- 6.2.1 The responsibilities of County's Contract Manager or his/her designee include:
- 6.2.1.1 ensuring that the objectives of this Contract are met;
 - 6.2.1.2 providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
 - 6.2.1.3 making revisions which do not materially affect the terms and conditions of this Contract in accordance with Paragraph 9.9 (Modifications); and
 - 6.2.1.4 acting on behalf of County with respect to approval of subcontracts and subcontractor employees working on this Contract.

6.3 County's Program Manager

- 6.3.1 The responsibilities of County's Program Manager include:
- 6.3.1.1 meeting with Contractor's Project Director on a regular basis; and
 - 6.3.1.2 inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Contractor.
- 6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Compliance Manager

- 6.4.1 The responsibilities of County's Compliance Manager include:
- 6.4.1.1 verifying Contractor's compliance with the requirements of this Contract;
 - 6.4.1.2 overseeing and monitoring the delivery of Services;
 - 6.4.1.3 ensuring that the objectives of this Contract are met.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Director

- 7.1.1 Contractor's Project Director is designated in Exhibit F (Contractor's Administration). Contractor shall notify County's Contract Manager in writing of any change in the name or address of Contractor's Project Director.
 - 7.1.2 Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.
 - 7.1.3 Contractor's Project Director must have the qualifications and experience identified in Exhibit A (Statement of Work).
- 7.2 Approval of Contractor's Staff**
- 7.2.1 County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director. Contractor shall provide County's Program Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.
- 7.3 Contractor's Staff Identification**
- 7.3.1 Contractor shall provide, at Contractor's expense, all staff providing Services under this Contract with a photo identification badge (hereafter "badge"). The badge shall be developed in accordance with County's specifications. Contractor shall obtain approval for the format and content of the badge from County's Program Manager prior to Contractor creating, issuing, or implementing use of the badge.
 - 7.3.2 Contractor's staff, while on duty or when entering County facilities or grounds, shall prominently display the badge on the upper part of the body. Contractor's staff may be asked to leave a County facility by a County representative if they do not have the photo identification badge on their person.
 - 7.3.3 Contractor shall notify County's Contract Manager within five (5) days when staff is terminated from working under this Contract. Contractor shall retrieve and immediately destroy the employee's badge upon the employee's termination of employment with Contractor.
 - 7.3.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and immediately destroy an employee's badge at the time the employee is removed from working on this Contract.
- 7.4 Background and Security Investigations**
- 7.4.1 Each of Contractor's staff performing Services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction

information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. For purposes of this Contract, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Contractor or other individuals who perform Services on behalf of Contractor pursuant to this Contract. For Work performed under this Contract, sensitive positions include the following:

- 7.4.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).
- 7.4.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).
- 7.4.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).
- 7.4.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).
- 7.4.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under this Contract at any time during the term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.4.4 No personnel employed by Contractor for this Contract shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.
- 7.4.5 Contractor and its staff, including all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of a subcontract, providing Services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Contract Manager. Contractor shall inform its staff,

including all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of a subcontract, providing Services under this Contract of said obligation. Contractor shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.

- 7.4.6 Contractor shall immediately notify County's Contract Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Contractor staff, independent contractor, volunteer staff or subcontractor who may come in contact with children, elderly individuals or dependent adults while providing Services under this Contract when such information becomes known to Contractor. Contractor shall not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnapping, abduction, assault and lewd and lascivious acts.
- 7.4.7 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5 and Exhibit G (Contractor Acknowledgement and Confidentiality Agreement), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses

incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and also adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which materially affects the Scope of Work, Contract Term, Contract Sum, payments, or any other term or condition included under this Contract, an Amendment shall be prepared by County and executed by Contractor and by County's Department Head or his/her designee.

8.1.2 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Contract shall be prepared by County and executed by Contractor and by County's Department Head or his/her designee.

8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to this Contract shall be prepared by County and executed by Contractor and by County's Department Head or his/her designee.

8.1.4 The following events shall also warrant an Amendment to this Contract as described in this Paragraph 8.1:

8.1.4.1 County may initiate a unilateral Amendment to this Contract at any time when required by Federal, State or County laws or policies, and shall immediately notify Contractor of said Amendment and the justification thereto.

8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated or the Program is modified for any reason (such that funding is reduced or the Scope of Work is changed), County may in its sole discretion amend this Contract accordingly or move to terminate pursuant to the provisions in Paragraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Contractor.

8.1.5 For any change which does not affect the Scope of Work performed under this Contract, the Contract Term or Contract Sum, and does not otherwise materially change any other term or condition under this Contract, County reserves the right to initiate such change(s) through a Change Notice. Such Change Notice shall be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Contract. Such Change Notice shall be provided to Contractor at least ten (10) days prior to its effective date and Contractor shall adhere to the requirements as specified therein. Contractor's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Contract or other remedies under this Contract as determined by County at its sole discretion.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 8.2, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any

other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

8.3.1 Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

8.4.1 In the event that County's Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Contract.

8.5 COMPLAINTS

8.5.1 Contractor shall develop, maintain and utilize procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after Contract effective date, Contractor shall provide County's Contract Manager with Contractor's policy for receiving, investigating and responding to Client complaints.

8.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.5.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County's Contract Manager for approval before implementation.

8.5.5 Contractor shall preliminarily investigate all complaints and notify County's Compliance Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of

follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.7 Copies of all written responses shall be sent to County's Compliance Manager within five (5) business days of mailing to the complainant.
- 8.5.8 Contractor shall provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Contractor shall ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.
- 8.5.9 Contractor shall provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Contractor. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.
- 8.5.10 At a minimum, Contractor shall incorporate the procedures and provisions of this Paragraph 8.5 in its written grievance policies.

8.6 COMPLIANCE WITH APPLICABLE LAWS

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 8.6.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the Program regulations, rules, ordinances, court rules, municipal laws, directives, policies and procedures issued pursuant to the enabling statute(s) and/or

Federal, State and County regulations and laws. Contractor shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. Contractor's compliance with applicable laws and regulations includes, but is not limited to, adherence to applicable OMB Circulars, CFRs and mandatory standards and policies relating to the following: State's energy efficiency regulations (Title 24 California Code of Regulations); the Clean Air Act (42 USC 7401 et seq.); the Water Pollution Prevention and Control provisions (33 USC 1368); the Clean Water Act/Federal Water Pollution Control Act (33 USC 1251 et seq.); and, Executive Order 11738. County reserves the right to review Contractor's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.

- 8.6.4 Contractor certifies that throughout the entirety of this Contract it shall comply with all Federal and State payroll tax rules and employer tax guides; Contractor shall pay all Federal and State payroll taxes; and, Contractor shall make all tax deposits required by Federal and State laws within the time limits required.
- 8.6.5 Contractor's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies and procedures outlined in this Paragraph 8.6 and the provisions, requirements or conditions of this Contract, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Contract and may result in termination of this Contract or other remedies available herein.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (42 USC 2000e - 2000e-17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's Equal Employment Opportunity Certification). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit D to County's Contract Manager in the time and manner as designated by County.
- 8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when Contractor has been awarded a contract in the amount of \$100,000 or more, Contractor shall not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex

domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Sub-paragraph, "contract" includes contracts awarded by County to Contractor with a cumulative amount of \$100,000 or more for each Fiscal Year (where the contract funds originate from the State).

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

8.8.1.1 This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (hereafter "Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached in Exhibit H (Contractor Employee Jury Service) and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Paragraph 8.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this Contract, the subcontractor shall also be subject to the provisions of this Paragraph 8.8. The provisions of this

Paragraph 8.8, shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County's Contract Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this Paragraph 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's Contract Manager. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.9 shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST

- 8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

- 8.12.1.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is County's policy to conduct business only with responsible contractors.

8.12.2 Los Angeles County Code Chapter 2.202

- 8.12.2.1 Contractor is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.12.3 Non-responsible Contractor

- 8.12.3.1 County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of

a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was

imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

8.12.5.1 These terms shall also apply to subcontractors of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with and/or making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Contract Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

- 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY' S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**
- 8.13.1 Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.
- 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
- 8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.14.2 As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to the California Code of Civil Procedure Section 706.031 and the California Family Code Section 5246(b).
- 8.15 COUNTY'S QUALITY ASSURANCE PLAN**
- 8.15.1 County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.
- 8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**
- 8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds

caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL 99-603) as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

- 8.18.1 County and Contractor hereby agree to regard facsimile representations of original signatures (i.e., electronic signatures) of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

- 8.19.1 Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Contractor's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 8.20 as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.20, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

- 8.21.1 This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this Contract, and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers'

Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

- 8.22.4 Contractor shall adhere to the provisions stated in Paragraph 7.5 (Confidentiality).

8.23 INDEMNIFICATION

- 8.23.1 Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 8.24 and Paragraph 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the

Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00 dollars, and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Community and Senior Services
Contracts Management Division
Attention: County's Contract Manager
3175 West Sixth Street
Los Angeles, CA 90020

8.24.2.6 Contractor also shall promptly report to County's Contract Manager any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County's Contract Manager of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

8.24.3.1 The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and

its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Change(s) in Insurance

8.24.4.1 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

8.24.5.1 Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

8.24.6.1 Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

8.24.7.1 Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

8.24.8.1 To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this

Contract. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

8.24.9.1 Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

8.24.10.1 Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

8.24.12.1 Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

8.24.13.1 All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

8.24.14.1 County reserves the right to review, and then

approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability

8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability

8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 Crime Coverage

8.25.4.1 A Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third-party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.5 Professional Liability/Errors and Omissions

8.25.5.1 Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.25.6 Property Coverage

8.25.6.1 Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.7 Sexual Misconduct Liability

8.25.7.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of County's Department Head, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County's Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire

monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by County's Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Contract that County's Department Head or his/her designee deems are correctable by Contractor over a certain time span, County's Department Head or his/her designee will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County's Department Head or his/her designee may:

8.26.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly Contract Sum; and/or

8.26.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be 0.25% of the Maximum Annual Contract Sum. In the event that this Contract is funded for one (1) Fiscal Year (Program Year) term then a reasonable estimate of such damages per day per infraction shall be 0.25% of the Maximum Contract Sum. In either case, Contractor shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Contractor; and/or

8.26.2.3 Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Exhibit S (Performance Requirements Summary Chart) or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

- 8.27.1 If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's Equal Employment Opportunity Certification).
- 8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to Contractor's employment records during County's regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by County.
- 8.28.7 If County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the

California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

- 8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

8.30 NOTICE OF DELAYS

- 8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

- 8.31.1 Contractor shall bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Contractor regarding the performance of Services as stated in this Contract. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Department Head or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- 8.32.1 Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Contractor shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: www.irs.gov.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

- 8.33.1 Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law Fact Sheet), of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

- 8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or his/her designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

- 8.35.1 Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

8.37 PUBLICITY

- 8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its Services and related Clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager. County shall not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

8.37.3 Contractor shall not use or display the official seal of the County of Los Angeles or the logo of Community and Senior Services on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.38.1 Record Retention Requirements

8.38.1.1 Contractor shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Contract in accordance with Generally Accepted Accounting Principles. Contractor shall also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Contract. Contractor shall further maintain on file the entirety of this Contract, its amendments and/or addendums, modifications and all applicable laws, regulations, directives and guidance which are hereby incorporated by reference. Contractor shall ensure that the security and integrity of all records are maintained throughout the entire term of this Contract and during the authorized retention period as outlined below.

8.38.1.2 Contractor shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Contract and no less than five (5) years after the expiration or termination of this Contract unless Contractor receives County's written permission to dispose of any such material prior to such time; until an audit of this Contract has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Contract, by

Sub-paragraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Contractor in writing).

8.38.1.3 All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

8.38.2 Access to Records

8.38.2.1 Contractor agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract any books, documents, papers and records of Contractor that are directly pertinent to this Contract (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Contract shall not be limited to the authorized retention period but shall last as long as the records are retained.

8.38.2.2 If this Contract (or any part thereof) is terminated, Contractor shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Contract. Contractor shall ensure that any resource directories and all Client records remain the property of County upon termination of this Contract, and that they are returned to County or transferred to another contractor as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Contractor shall maintain all records relative to such action and shall make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Contractor in writing.

8.38.2.4 County reserves the right to take physical custody of Contractor's records when any of the following situations occur: in the event that a potential litigation may be levied against Contractor for its Work performed under this Contract; when County determines that Contractor is at a high risk of ceasing its operations during any time within the Contract term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Contractor terminate the contractual relationship. For purposes of this Contract, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 **Monitoring Reviews**

8.38.3.1 Contractor shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Contract-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Contractor as well as the criteria for determining the persons to be served (Clients). Contractor shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Contractor's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Contract. Contractor shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's hours of operation. County (or other designated authorities) shall not unreasonably interfere with Contractor's performance. The requirements of this Paragraph 8.38 shall also apply to subcontractors providing Services on behalf of Contractor.

8.38.3.2 County will monitor Contractor's Services provided under this Contract on a regular basis and County may conduct unannounced site visits to ensure Contractor's compliance with this Contract. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Contractor employees and Clients;

entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Contractor are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

- 8.38.3.3 Contractor shall be responsible for monitoring the activities of its subcontractor(s) providing Services. Contractor shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Paragraph 8.38. Contractor shall ensure that subcontractor(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Contractor.

8.38.4 Independent Audit Requirements

- 8.38.4.1 OMB Circular A-133 requires that organizations which expend \$500,000 or more in a year in Federal awards, including pass-through awards, shall obtain an annual audit (either a single audit or a Program-specific audit). When Contractor's organization meets this requirement (as specified in OMB Circular A-133), Contractor shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in the most recent version of OMB Circular A-133 (and any amendments or supplements thereto). Upon auditor's completion of the single audit or the Program-specific audit, Contractor shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in OMB Circular A-133, from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Contractor shall submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

- 8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Contractor for any Fiscal Year (or Program Year), Contractor shall make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing

Contract Funds, the Program and Services. Contractor shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Compliance Manager within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4.4 If, at any time during the term of this Contract or during the authorized retention period of this Contract as noted in Sub-paragraph 8.38.1, representatives of County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand; or, b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.38.5 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

8.39 RECYCLED BOND PAPER

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at Los Angeles County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by Contractor **without the advance written approval of County**. Any attempt by Contractor to subcontract without the prior consent of County shall be deemed a material breach of this Contract.

- 8.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
- 8.40.2.1 A description of the Work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by County.
- 8.40.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.40.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Contract. Contractor is responsible for notifying its subcontractors of this County right.
- 8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a copy of the fully executed subcontract to County's Contract Manager within five (5) days of its execution.
- 8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract.
- 8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such certificate of insurance documents before any subcontractor employee may perform any Work hereunder. These documents shall be delivered to:

County of Los Angeles
Community and Senior Services
Contracts Management Division
Attention: County's Contract Manager
3175 West Sixth Street
Los Angeles, CA 90020

- 8.40.9 Amending a subcontract may be initiated by either Contractor or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Contractor shall comply with County's request. All subcontract amendments are subject to review and must be approved in writing by County before they are executed. Contractor shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County ten (10) days to complete its review process. After County's approval of Contractor's amendment, Contractor shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 Contractor shall adhere to all applicable Federal, State and/or County requirements for the procurement of a subcontractor(s) and/or vendor services using Contract Funds.
- 8.40.11 In the event County approves Contractor's request to subcontract any part of the requirements of this Contract, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To this end, Contractor shall include the following provision in the subcontract: This Contract is a subcontract under the terms of a prime contract (identified as Contract Number [@ PO Document Number @]) with the County of Los Angeles Community and Senior Services and shall be subject to all of the provisions of such prime Contract. All representations and warranties under this Contract shall inure to the benefit of the County of Los Angeles.
- 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
- 8.41.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.
- 8.42 TERMINATION FOR CONVENIENCE**
- 8.42.1 County may terminate this Contract, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.
- 8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Contractor shall immediately:

- 8.42.2.1 Stop Work under this Contract on the date and to the extent specified in such notice;
- 8.42.2.2 Complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.42.2.3 Transfer title and deliver to County all completed Work and Work in process.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

8.43 TERMINATION FOR DEFAULT

8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:

- 8.43.1.1 Contractor has materially breached this Contract; or
- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Contract; or
- 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 8.43.

8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by

the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.43, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of County provided in this Paragraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Contractor; or

8.45.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Paragraph 8.45, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

8.46.1 Contractor, and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS

8.47.1 Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until the County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

8.49.1 No waiver by County of any breach of any provision of this

Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206. Prior to the commencement of this Contract, Contractor shall complete Exhibit Q (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 Fraud Prevention Reporting

- 9.1.1.1 Contractor's staff working on this Contract shall immediately report all suspected or actual instances of fraud as designated in Exhibit K (Accounting, Administration and Reporting Requirements).

9.1.2 **Child Abuse Reporting**

- 9.1.2.1 Contractor's staff working on this Contract shall comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Contractor's staff working on this Contract shall also report such abuse to the Los Angeles County Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Contractor's staff shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

9.1.3 **Elder and Dependent Adult Abuse Reporting**

- 9.1.3.1 Contractor's staff working on this Contract shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Contractor's staff working on this Contract shall report the abuse and shall submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

9.1.4 **Withholding of Payment**

- 9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Contractor or any individual or entity performing Work under this Contract on behalf of Contractor, County reserves the right to withhold either ten percent (10%) of the Maximum Annual Contract Sum (in the event that this Contract is funded for one (1) Fiscal Year or Program Year term then ten percent (10%) will be withheld from the Maximum Contract Sum) or the amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Contractor. For purposes of this Contract, fraud and abuse shall include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Contract expenditures; inaccurate fiscal and/or Program

reports; misuse of fixed assets or non-fixed assets purchased with Contract Funds (when the procurement of such assets are authorized in this Contract); violation of conflict of interest requirements; etc.

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

9.2.1 Contractor shall abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Contractor's operations. Contractor shall submit demonstrable evidence of such undue financial burden to County in such circumstances.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit O (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Contract, debarment proceedings or both (Los Angeles County Code Chapter 2.202). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit O (Charitable Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

9.4 INTENTIONALLY OMITTED

9.5 FIXED AND NON-FIXED ASSETS AND SUPPLIES

9.5.1 Contractor may use Contract Funds to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit M (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies). Prior to the commencement of this Contract (and annually thereafter), Contractor shall complete Exhibit N (Inventory Control Form) and submit it to County's Contract Manager in the time and manner as designated by County. Contractor shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Contract Funds, as provided by Federal and State regulations as well as the requirements outlined in Exhibit M (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies).

9.6 LIMITATION ON CORPORATE ACTS

9.6.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying County in

writing no less than thirty (30) days prior to said action. Contractor shall notify County's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.6.2 If, in County's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, County may, at its sole discretion, take any (or all) of the following actions:

9.6.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.6.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.6.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.7 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.7.1 ***The following language shall be included in Contract when it is applicable to Contractor:***

9.7.2 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Los Angeles County Code Chapter 2.204.

9.7.3 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.7.4 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.7.5 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and Contractor knew, or should have known, that the information furnished was incorrect or that the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

9.7.5.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;

9.7.5.2 In addition to the amount described in Sub-paragraph 9.7.5.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.7.5.3 Be subject to the provisions of Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.7.6 The above penalties shall also apply to Contractor when it has previously obtained proper certification, however, as a result of a change in its status would no longer be eligible for certification, and fails to notify State, Los Angeles County's Internal Services Department and/or other certifying department, of this information prior to responding to a solicitation or accepting this Contract award.

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

9.8.1 As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in the Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://lacounty.info/doingbusiness/maindb.htm> (there are underscores in the address between the words 'doing business' and 'main db'). County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor shall use its legal name in both the Contract documents and in its WebVen profile).

9.9 MODIFICATIONS

9.9.1 Modifications to this Contract

9.9.1.1 This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. For purposes of this Paragraph 9.9, a Modification:

9.9.1.1.1 Is a mechanism that allows Contractor to revise its Budget or Services during the Fiscal Year without adversely affecting Contractor's ability to fulfill its obligations under this Contract (i.e., such Modification shall not materially change Contractor's obligation to provide the Services outlined in Exhibit A (Statement of Work)).

9.9.1.1.2 Allows Contractor to fully utilize Contract Funds to fulfill the requirements of this Contract and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Contractor shall adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, shall not change the terms, goals or requirements of this Contract. Such Modification provides Contractor some flexibility to operate within the terms of this Contract in order to fully utilize Contract Funds and to achieve Contractor's performance goals. Contractor's request for Modifications, either budgetary or programmatic, must be submitted in writing to County's Contract Manager. Contractor shall not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year (except where a written waiver is requested by Contractor and granted by County).

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year, a Budget Modification shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Contractor's movement of funds among line items shall not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Paragraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year; for Fiscal Years following the first Fiscal Year, such amount may differ from what is reflected in the original Contract. A Budget Modification shall not change the Contract Sum. Contractor shall notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall replace any prior Budget Modification(s) approved by County within the same Fiscal Year (i.e., when Contractor's Budget Modification number 2 is approved by County, it becomes effective upon the approval date and Contractor's Budget Modification number 1 is no longer effective as of that same date).

9.9.3 **Program Modifications**

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work)) to another is classified as a Program Modification. Contractor shall notify County's Contract Manager in writing to request authorization prior to submitting a Program Modification. On the

date County approves a Program Modification, such Program Modification shall replace any prior Program Modification(s) approved by County within the same Fiscal Year (i.e., when Contractor's Program Modification number 2 is approved by County, it becomes effective upon the approval date and Contractor's Program Modification number 1 is no longer effective as of that same date).

9.10 NEPOTISM

- 9.10.1 Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by Contractor. For purposes of this Paragraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.11.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's Work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's Work under this Contract.
- 9.11.2 During the term of this Contract and during the authorized retention period of this Contract, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during the term of this Contract and during the authorized retention period of this Contract, any and all such working papers and all information contained therein.
- 9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.11.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in

confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

- 9.11.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Sub-paragraph 9.11.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.
- 9.11.6 Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this Paragraph 9.11.
- 9.11.7 All the rights and obligations of this Paragraph 9.11 shall survive the expiration or termination of this Contract.

9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.12.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
 - 9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - 9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.12.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.13 PROBATION AND SUSPENSION

9.13.1 Contractor may be placed on probation, suspension or a combination thereof when County determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or when Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for Program performance, the Budget, expenditures, staffing, administration, etc.). County shall notify Contractor in writing in the event that Contractor is placed on probation, suspension or a combination thereof.

9.13.2 Probation

9.13.2.1 Probation as used herein shall mean a specified period of time (as determined by County) during which Contractor must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Contractor's adherence to such remedy(ies) during the probation. County will determine whether or not Contractor may continue to provide Services during Contractor's probation and County will notify Contractor in writing of this determination. Contractor's ability to obtain future funding may be impacted when Contractor does not remedy its non-compliance during its probation and/or when Contractor is placed on multiple probations (as determined by County at County's sole discretion).

9.13.3 Suspension

9.13.3.1 Suspension as used herein shall mean a specified period of time (as determined by County) during which County will withhold payment from Contractor, County will institute a temporary curtailment of the Services provided by Contractor and its subcontractor(s), if any, or a combination thereof. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Contractor's adherence to such remedy(ies) during the suspension. When County institutes a temporary curtailment of Services, County shall provide Contractor a written description of the Service(s) being suspended. When applicable, County may also provide

Contractor a written determination stating whether or not Contractor may continue to provide non-suspended Services, if any, during the suspension. Contractor's ability to obtain future funding may be impacted when Contractor does not remedy its non-compliance during its suspension and/or when Contractor is placed on multiple suspensions (as determined by County at County's sole discretion).

- 9.13.4 County's written notice of probation or suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of probation or suspension, Contractor shall submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Contractor's Corrective Action Plan shall address all of the deficiencies noted by County.
- 9.13.5 County shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any of Contractor's other contracts with County) when Contractor submits a Corrective Action Plan that is not acceptable to County.
- 9.13.6 Contractor shall implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which County may pursue the remedies for default of Contract.

9.14 TRANSITION OF CONTRACT SERVICES

9.14.1 Completion of Contract

- 9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by County), Contractor shall allow County or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional costs to County. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

9.14.2 Transition Plan

- 9.14.2.1 If this Contract (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Contract), Contractor shall provide a Transition Plan to County. Contractor shall submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Contractor shall submit it at least sixty (60) days prior to the expiration of this

Contract as noted in Paragraph 4.0 (Term of Contract).

- 9.14.2.2 County shall review Contractor's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Contract and/or under any of Contractor's other contracts with County when Contractor submits a Transition Plan that is not acceptable to County. Contractor shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

9.14.3 Elements of the Transition Plan

- 9.14.3.1 Description of how Clients will be notified about the change in their Service provider.
- 9.14.3.2 Contractor's method to communicate with other organizations that can assist in locating alternative Services.
- 9.14.3.3 Contractor's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.
- 9.14.3.4 Contractor's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.
- 9.14.3.5 Contractor's method to transfer any confidential medical and Client records to the new contractor in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations.
- 9.14.3.6 Contractor's method to dispose of confidential records in accordance with applicable laws and regulations, and the terms of this Contract.
- 9.14.3.7 Contractor's plan to assure for the provision of adequate staff to provide continued care through the remaining term of this Contract.
- 9.14.3.8 A full inventory and method to dispose, transfer, or return to County all equipment purchased with Contract Funds during the entire term of this Contract.
- 9.14.3.9 Any additional information which may be necessary to effect a safe transition of Clients to other community service providers.

9.14.4 Implementation of the Transition Plan

- 9.14.4.1 Contractor shall implement the Transition Plan that

is approved by County. Contractor's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that County will provide Contractor a Transition Plan and Contractor will implement the Transition Plan provided by County. County will monitor Contractor's progress in carrying out all elements of the Transition Plan.

9.15 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.15.1 ***The following language shall be included in Contract when it is applicable to Contractor:***

9.15.2 This Contract is subject to the provisions of Los Angeles County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Los Angeles County Code Chapter 2.205.

9.15.3 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.15.4 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.15.5 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

9.15.5.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;

9.15.5.2 In addition to the amount described in Sub-paragraph 9.15.5.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.15.5.3 Be subject to the provisions of Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.15.6 The above penalties shall also apply to Contractor when it has previously obtained proper certification, however, as a result of a change in its status would no longer be eligible for certification, and fails to notify State, Los Angeles County's Internal Services Department and/or other certifying department, of this

information prior to responding to a solicitation or accepting this Contract award.

9.16 TRAVEL EXPENSES

- 9.16.1 Contractor shall obtain prior written approval from County's Contract Manager for any expenses under this Contract related to travel outside of Los Angeles County.
- 9.16.2 Contractor shall maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Contract, in conformity with the document retention requirements specified in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), above.
- 9.16.3 Contractor shall ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.
- 9.16.4 Contractor shall not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.
- 9.16.5 Contractor's non-compliance with the requirements of this Sub-paragraph will result in these costs being disallowed, payments being withheld or other remedy being applied as County shall determine to be appropriate.

9.17 DRUG-FREE WORKPLACE

- 9.17.1 Contractor and its subcontractors(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Contractor and its subcontractors(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (41 USC 701 et seq.). Contractor and its subcontractor(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Contractor, its subcontractor or both shall subject Contractor to remedies available under the terms of this Contract. Such remedies shall include suspending Contractor's payments, placing Contractor on probation or suspension, terminating this Contract or other available remedies which shall be determined by County at its sole discretion.
- 9.17.2 Contractor shall provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.
- 9.17.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Contractor and its subcontractor(s) operate a drug-free workplace.

- 9.17.4 Contractor shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Contractor shall provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Contractor must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

9.18 DATA DESTRUCTION

- 9.18.1 When Contractor and its subcontractor(s) have maintained, processed, or stored County data and/or information, implied or expressed, Contractor and its subcontractor(s) shall have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the current National Institute of Standards and Technology Special Publication SP 800-88 titled, *Guidelines for Media Sanitization*, which is available on-line at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>. County shall have sole authority to determine when Contractor and any subcontractors shall destroy any such data and/or information as described herein, and Contractor and any subcontractors shall only proceed upon written authorization from County.
- 9.18.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within Los Angeles County, or external to Los Angeles County's boundaries. County must receive within ten (10) business days, a signed document from Contractor which certifies and validates that the data and information were placed in one (1) or more of the following stored states: unusable, unreadable, and/or indecipherable.
- 9.18.3 Subcontractor(s) shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standards and Technology Special Publication SP 800-88 titled, *Guidelines for Media Sanitization*. Subcontractor shall provide County's Contract Manager with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.19 REMEDIES FOR NON-COMPLIANCE

- 9.19.1 Contractor agrees to comply with the requirements set forth in this Contract (including its Exhibits) as well as the requirements contained in supporting Program legislation and all applicable directives, notices, guidelines and instructions issued by or on behalf of Federal, State or County authorities. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to

the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); re-obligation of Contract Funds (for purposes of this Contract, re-obligation is the allocation of de-obligated Contract Funds to another current contractor(s) and/or to a new contractor); debarment; and/or termination of this Contract. County shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.20 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.20.1 ***The following language shall be included in Contract when it is applicable to Contractor:***

9.20.2 This Contract is subject to the provisions of Los Angeles County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Los Angeles County Code Chapter 2.211.

9.20.3 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.20.4 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.20.5 If Contractor has obtained County certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

9.20.5.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;

9.20.5.2 In addition to the amount described in Sub-paragraph 9.20.5.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.20.5.3 Be subject to the provisions of Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to Contractor when it has previously obtained proper certification, however, as a result of a change in its status would no longer be eligible for certification, and fails to notify State, Los Angeles County's Internal Services Department and/or other certifying department, of this information prior to responding to a solicitation or accepting this Contract award.

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IN WITNESS WHEREOF, Contractor has executed this Contract or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Director of Community and Senior Services, on the day and year first above written. The person(s) signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind Contractor. Contractor and County acknowledge that this Contract shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Contractor and County.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
County of Los Angeles
Community and Senior Services
_____ Date

CONTRACTOR

Contractor's Legal Name

Contract Number

By _____
Name of Authorized
Representative
_____ Date

Approved as to Form:

OFFICE OF COUNTY COUNSEL

John F. Krattli, County Counsel

Title

Signature

BY _____
Name

Title

Signature

By _____
Name of Authorized
Representative
_____ Date

Title

Signature



Exhibit A STATEMENT OF WORK

**EXHIBIT A
STATEMENT OF WORK**

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EXHIBIT A STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 This Exhibit A, Statement of Work, outlines the minimum tasks required of Contractor for the provision of Dispute Resolution Services (Services or Program) to Disputants under the Los Angeles County Dispute Resolution Program (LACDRP or Program) administered by the County of Los Angeles Community and Senior Services (County).
- 1.2 LACDRP provides dispute resolution services (Services) to individuals, businesses, and organizations involved in various types of disputes throughout Los Angeles County through the use of volunteers, also known as “neutrals,” to conduct the dispute resolution process. A neutral’s function is to serve as an individual who does not represent, advocate, nor show favoritism toward any Disputant (as further defined herein, and in Exhibit J, Definitions) in a dispute.
- 1.3 The acceptable types of dispute resolution processes offered by Contractor include Conciliation, Mediation, and Arbitration. Following is a brief description of each of these three (3) types of dispute resolution processes:
 - 1.3.1 Conciliation – A process of independent communications between Disputants and neutral person(s), pursuant to Article 1, Section 3602 of the DRPA Regulations. These communications may be in person, by phone, in writing, or by some electronic means, or a combination of these. Conciliation is an acceptable type of resolution process for Community disputes.
 - 1.3.2 Mediation – A process of face-to-face communication, facilitated by neutral person(s), between Disputants, in which they are assisted in coming to an understanding, agreeing on a settlement, or attaining reconciliation, pursuant to Article 1, Section 3602 of the DRPA Regulations. Mediation may include communication that is not face-to-face in support of in-person sessions. Any Mediation in which not all the Disputants and neutral(s) are in the same physical location, may be conducted via the internet, videoconferencing, or other electronic means, provided that participants may view each other’s faces and movements and communicate in real time. Mediation is an acceptable type of resolution process for Community, Day of Hearing Court, and Victim-Offender disputes.
 - 1.3.3 Arbitration – A voluntary hearing in which a neutral person receives spoken and/or written evidence from the Disputants and any witnesses, and renders a decision that may be binding or non-binding depending on the consent of the Disputants, pursuant to Article 1, Section 3602 of the DRPA

Regulations . Arbitration is an acceptable type of resolution process for Community and Victim-Offender disputes.

1.4 MISSION

1.4.1 A primary mission of the Program is to assist people who live, work, or operate in Los Angeles County to resolve disputes using means alternative to formal judicial proceedings with the help of one (1) or more trained neutral persons. The Program is essential in providing dispute resolution services that are less costly, less time consuming, and less complex than the traditional judge or jury system. It is also crucial in affording the diverse residents of Los Angeles County a process that is less formal, less intimidating, and more accessible than the traditional court system. A key difference from the traditional court system is that the Disputants, rather than a judge or jury, are the primary decision makers in the outcome of their disputes.

1.4.2 A secondary mission of the Program is to promote the ongoing betterment of human relations throughout Los Angeles County by cultivating and increasing the number of individuals who are skilled in resolving the interpersonal and intergroup disputes that are common in our relationships, workplaces, and communities. Individuals possessing such skills may quickly respond to a dispute at the onset and thus, greatly avert its escalation to a formal judicial action and/or an intervention by law enforcement. The intent is that the collective efforts of these neutrals will transform relationships that reflect the rich diversity of cultures, institutions, and communities that characterize Los Angeles County. This shall enable Disputants to address their differences in ways that refrain from hostility or violence, thereby benefiting all those directly involved in the resolved disputes and other relationships these individuals touch.

1.5 DISPUTE CATEGORIES: Contractor shall provide Services under one (1) or more of the three (3) broad dispute categories for which it is funded:

1.5.1 Community – Community disputes are those for which no court action has been initiated or for which resolution services are not required on the day of hearing. These may include, but are not limited to, disputes between consumers and merchants, tenants and landlords, businesses, coworkers, neighbors, students, and family members.

1.5.2 Day of Hearing Civil Court – Day of Hearing Civil Court disputes are those for which civil court action has been initiated and resolution services are provided on the scheduled day of court hearing. These include disputes filed as small claims, civil harassment, unlawful detainer, or non-collections limited jurisdiction cases.

- 1.4.3 Victim-Offender – Victim-Offender disputes involve matters between Victim(s) and Offender(s) of criminal actions. These are cases that may or may not have been filed for prosecution, but in which the Offender(s) has acknowledged committing the harm-causing action(s). Explicit agreement of the appropriate law enforcement jurisdiction or prosecuting authority is required in order to proceed with resolution services for any Victim-Offender dispute.
- 1.6 The Program shall be administered in conjunction with the California Dispute Resolution Programs Act of 1986 (“the Act” or “DRPA”) – the statutory program and funding authority for the Program; its regulations (“the Regulations”); Program Memoranda/Directives issued by County; and the Mandated Program Services in Exhibit C. Contractor at all times shall operate in compliance of DRPA requirements and any amendments thereto.

2.0 ELIGIBILITY CRITERIA

- 2.1 Any individual, business, or organization involved in a dispute where at least one (1) Disputant (as defined in Section 2.1.1 and in Exhibit J, Definitions) in the dispute resides, conducts business in, or operates in Los Angeles County is eligible for Services. Contractor shall provide Services to any such individual, business, or organization unless circumstances dictate one of the exceptions detailed elsewhere in this Statement of Work.
- 2.1.1 Definition of Disputant: A Disputant, for the purpose of this Contract, is any person who is party to a dispute for which dispute resolution services are retained in an attempt to settle a disagreement or reconcile a difference.
- 2.1.2 Contractor must provide Services to all Disputants regardless of the Disputant’s primary/native language or level of English proficiency. Contractor shall determine each Disputant’s language needs to ensure that the appropriate resources are offered. If Contractor does not have a neutral who speaks the same language as the Disputant, then Contractor shall either provide an interpreter or shall directly contact other LACDRP Contractors to locate such a neutral or interpreter. See also Section 20.0, Multilingual Capabilities of Contractor’s Staff.
- 2.1.2.1 Contractor shall refrain from instructing the Disputant to call other LACDRP Contractors (referring out) solely due to language barriers (e.g., the Disputant shall not be instructed to call another number with the assumption that the LACDRP referral has the needed language capability).

- 2.1.2.2 Contractor is strongly encouraged to have at least one (1) salaried individual working on the Contract who is bilingual in Spanish and English.
- 2.2 Contractor shall not be required to provide resolution services when any of the Disputants has obtained a lawful restraining order issued by a court against another Disputant, as indicated on Contractor's Intake Form. Likewise, Contractor shall not be required to provide services when it is reasonable to believe that in doing so, it may endanger a Disputant, volunteer, or employee.
 - 2.2.1 As part of the mandatory intake process, Contractor shall verify the presence of a restraining order made against any of the Disputants. If a restraining order exists, the Disputants shall be informed that Contractor may not offer any services unless a court record verifies that the restraining order has been lifted.

3.0 SPECIFIC TASKS

- 3.1 Contractor shall carefully review each dispute to ensure that the appropriate service is offered and provided to the Disputants.
- 3.2 **COMMUNITY DISPUTE RESOLUTION:** Community Dispute Resolution Contractor shall provide service to requesting individuals who reside, conduct business, or operate, in the Los Angeles County Service Planning Area(s) (SPA(s)), as further defined in Exhibit J, Definitions, for which Contractor is approved by County to address disputes and for which civil court action has not been initiated or resolution services are required on a day of hearing for a **maximum unit rate of \$740 per resolved case.**
 - 3.2.1 Minimum Cases Initiated – Community Dispute Resolution Contractor shall initiate at least the minimum number of dispute resolution cases each year in each SPA for which Contractor is approved to address Community disputes. The minimum annual number of dispute resolution cases initiated for each SPA shall be at least 0.1% (.001) of the SPA's population. For the purpose of this Contract, the minimum annual number of dispute resolution cases initiated shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.
 - 3.2.2 Minimum Cases Resolved – Community Dispute Resolution Contractor shall project a minimum annual number of dispute resolutions for which at least one (1) of the contested issues will be resolved to the mutual satisfaction of the Disputants. This minimum annual number of projected resolved disputes shall be at least fifty percent (50%) of the dispute resolution cases initiated each year. For the purpose of this Contract, the minimum annual number of projected resolved disputes

shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

3.2.2.1 Resolved Complex Disputes

Complex Disputes are disputes that require over eight (8) in-session hours to reach a resolution. Hours exceeding the eight (8)-hour threshold may be counted as an additional resolved dispute for every four (4) hour-increment attained beyond the eight (8)-hour threshold. For example, a resolved dispute requiring 16 in-session hours would be counted as three (3) resolved disputes (one 8-hour session plus two 4-hour sessions).

3.2.2.2 Student Disputes

Student Dispute mediations are mediations that involve students under the age of 17.

3.2.2.2.1 Student Disputes that involves less than one face-to-face contact hour for resolution shall be counted as 1/5 of a Resolved Case. Note: This requirement is currently being evaluated and may change at the time of Contract award. Such change will be made through an addendum or program directive.

3.2.3 Minimum Number of Previously Un-served Local Stakeholder Groups –

For each SPA that Contractor is approved to address Community disputes, Contractor shall project each year a minimum number, not less than three (3), of previously un-served local stakeholder groups, as defined below, that Contractor shall serve with dispute resolution training that complies with the requirements described in Section 16.0, Trainings, of this document. Local stakeholder groups include, but are not limited to, schools, youth-serving organizations, community-based organizations, faith-based organizations, city and county community centers, city and county parks and recreation units, and workplaces.

3.2.4 Statistical Information – Each Community Dispute Resolution

Contractor shall provide annually updated descriptions of the resident and workplace populations of each SPA for which Contractor is approved to serve, including estimated numbers of the population being served as well as cultural, economic, and other key social demographics. As part of these annually updated descriptions, Contractor shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons

employing the dispute resolution process. Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

- 3.2.5 Community Dispute Resolution Contractor shall take measures (including, but not limited to, advertising, flyers, etc.) to increase the accessibility, awareness, and availability of dispute resolution services to the various populations in each SPA for which Contractor is approved to provide services, with special emphasis to underserved and un-served populations. Such measures must include schedule, location, and language considerations.

- 3.3 **DAY OF HEARING CIVIL COURT DISPUTE RESOLUTION:** Day of Hearing Civil Court Dispute Resolution Contractor shall provide services to requesting individuals for the type(s) of cases and in the locations for which Contractor is approved by County to address disputes on scheduled days of hearing for a **maximum unit rate of \$275 per resolved case.**

- 3.3.1 Minimum Cases Initiated – Day of Hearing Civil Court Dispute Resolution Contractor shall initiate at least the minimum number of dispute resolution cases each year for each type of case in each location for which Contractor is approved to address Day of Hearing Civil Court disputes. The annual minimum number of dispute resolution cases initiated for each type of case in each location shall be negotiated annually in advance with County, as specified in the Hub Locations and Zip Code Chart, Attachment 1. For the purpose of this Contract, the minimum annual number of dispute resolutions initiated shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

- 3.3.2 Minimum Cases Resolved – Day of Hearing Civil Court Dispute Resolution Contractors shall project a minimum annual number of dispute resolutions for which at least one (1) of the contested issues will be resolved to the mutual satisfaction of the Disputants. This minimum annual number of projected resolved disputes shall be at least fifty percent (50%) of the disputes resolutions initiated each year. For the purpose of this Contract, the minimum annual number of projected resolved disputes shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

- 3.3.3 Statistical Information – Each Day of Hearing Civil Court Dispute Resolution Contractor shall provide annually updated descriptions of the resident and workplace populations of potential users of their

dispute resolution services, including estimated numbers of the population being served, as well as cultural, economic, and other key social demographics. As part of these annually updated descriptions, Contractor shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process. Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.3.4 Each Day of Hearing Civil Court Dispute Resolution Contractor shall take specific measures (including, but not limited to, advertising, flyers, etc.) to increase the accessibility, awareness, and availability of dispute resolution services to the various populations of potential users, with special emphasis to the underserved and un-served populations and communities in each area served by the court hubs for which Contractor is approved. Accessibility must include schedule, location, and language considerations.

3.4 **VICTIM-OFFENDER DISPUTE RESOLUTION:** Victim-Offender Dispute Resolution Contractor shall provide services for cases referred by law enforcement jurisdiction(s) for which Contractor is approved by County to address disputes between Victim(s) and Offender(s) for **a maximum unit rate of \$740 per resolved case.**

3.4.1 **Minimum Cases Initiated** – Victim-Offender Dispute Resolution Contractor shall initiate at least the minimum number of dispute resolution cases each year for each law enforcement jurisdiction for which Contractor is approved to address Victim-Offender disputes. The annual minimum number of disputes initiated for each law enforcement jurisdiction shall be negotiated annually in advance with County. For the purpose of this Contract, the minimum annual number of dispute resolution cases initiated shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

3.4.2 **Minimum Cases Resolved** – Victim-Offender Dispute Resolution Contractor shall project a minimum annual number of dispute resolutions for which at least one (1) of the contested issues will be resolved to the mutual satisfaction of the Disputants. This minimum annual number of projected resolved disputes shall be at least fifty percent (50%) of the disputes initiated each year. For the purpose of this Contract, the minimum annual number of projected resolved disputes shall not include any dispute resolutions for which Contractor

is contracted for fee by a third party.

3.4.2.1 Resolved Complex Disputes

Complex disputes are disputes that require over eight (8) hours to reach a resolution. Hours exceeding the eight (8)-hour threshold may be counted as an additional resolved dispute for every four (4) hour-increment attained beyond the eight (8)-hour threshold. For example, a resolved dispute requiring 16 in-session hours would be counted as three (3) resolved disputes (one 8-hour session plus two 4-hour sessions).

3.4.3 Restorative Justice Principles – Victim-Offender Dispute Resolution Contractor shall adhere to the following Restorative Justice principles and practices for each case served.

3.4.3.1 Victim(s) and Offender(s) (see Exhibit J, Definitions)] are brought together in voluntary encounter(s) facilitated by trained neutral(s) to accomplish an increased sense of empowerment; empathetic understanding towards one another; a collaborative plan and approach in the reparation of harm and the building up of positive relations; and a fostering of a peaceful community by the Victim(s) and Offender.

3.4.3.2 Victim(s) may invite a reasonable number of family members, community members, organizations, and/or institutions, reflecting the Offender(s) harmful actions may also have had a profound effect on them.

3.4.3.3 The focus of Victim-Offender Dispute Resolution shall be on repairing harm and fostering reconciliation between the individuals involved rather than punishing the Offender(s).

3.4.3.4 Victim(s) and Offender(s) shall be assisted by the neutral in describing openly and thoroughly with each other what occurred and the results of what occurred, including any material, physical, and emotional impact.

3.4.3.5 A Victim(s) who is unable or unwilling to participate in a face-to-face session with the Offender(s) shall be encouraged to provide written or recorded descriptions of the occurrence with assistance from Contractor. Victim(s) also may choose to send representatives on his/her behalf to the dispute resolution sessions.

3.4.3.6 Victim(s) and Offender(s) may invite family members and other

individuals as support to attend the dispute resolution sessions.

3.4.4 Before initiating a dispute resolution process in which at least one (1) of the participants is the alleged Offender(s) in a criminal complaint case that has been filed by a prosecutor, other than for an infraction, Contractor shall ensure that the advice of Offender(s) counsel is obtained or that the Offender(s) expressly waives the right to counsel or waives consulting with their counsel. Any Offender(s) who indicates a desire to waive the right to counsel or to consult with their counsel, shall be encouraged to consult with the public defender or private counsel before waiving that right. Contractor serving an Offender(s) who waives right to counsel shall keep on file a written waiver signed by the Offender.

3.4.5 Statistical Information – Victim-Offender Dispute Resolution Contractor shall provide annually updated descriptions of the resident and workplace populations of each law enforcement jurisdiction for which Contractor is approved, including estimated numbers of population being served, as well as cultural, economic, and other key social the demographics. As part of these annually updated descriptions, Contractor shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process. Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.4.6 Victim-Offender Dispute Resolution Contractor shall take specific measures to increase the accessibility, awareness, and availability of dispute resolution services to the various populations of each law enforcement jurisdiction for which Contractor is approved, with special emphasis to the underserved and un-served populations and communities in each jurisdiction for which Contractor has been approved. Accessibility must include schedule, location, and language considerations.

3.5 VOLUNTARY PARTICIPATION AND PROHIBITION ON COERCING PARTICIPATION

3.5.1 Program participation of the Disputants shall be voluntary. Disputants shall not be coerced, pressured, or intimidated into participating in Services. Such acts of coercion and intimidation are strictly prohibited.

The decision to access and participate in the Services shall rest entirely with the Program participants.

3.5.2 CRIMINAL ISSUES RELATED TO VOLUNTARY PARTICIPATION/COERCION

3.5.2.1 Pursuant to Section 467.7(b) of the DRPA, in regards to criminal complaint cases that have been filed by a prosecutor, other than for infraction, the advice of counsel shall be obtained by the Offender prior to initiating the dispute resolution process. This shall not preclude the Offender from voluntarily waiving his/her right to counsel. An Offender who desires to waive his/her right to counsel shall be first encouraged to consult with the Public Defender or private counsel before waiving that right. Should the Offender waive his/her right to counsel, Contractor must keep a written waiver on file signed by the Offender.

3.6 INFORMATION STATEMENT REQUIREMENT

3.6.1 Contractor shall prepare a written Information Statement in a comprehensible and easy to read format that shall be presented to all Disputants prior to initiating any proceeding, containing all of the following:

- 3.6.1.1 The nature of the dispute resolution process (Conciliation, Mediation, or Arbitration);
- 3.6.1.2 If arbitration, whether or not the decision will be binding;
- 3.6.1.3 The right of Disputants to have an attorney present;
- 3.6.1.4 The program rules for attorney participation;
- 3.6.1.5 The right of Disputants to call and question witnesses;
- 3.6.1.6 Any agreement made will not be admissible in court unless both Disputants agree to make it admissible; and
- 3.6.1.7 Any agreement made will not be enforceable in court unless all Disputants agree to make it enforceable.
- 3.6.1.8 The individual(s) serving as neutral(s) in the proceeding certifies s/he has no bias regarding the Disputants or subject matter, and has no financial interest in any aspect of the dispute in question or the Disputants, and that the neutral(s)

will immediately halt any proceedings and notify Contractor should any conflict of interest, bias or financial interest as to the dispute or a Disputant(s) be discovered after any Services begin.

3.6.2 Contractor shall provide a copy of its current Information Statement to the LACDRP Coordinator, otherwise known as the County's Program Manager on Exhibit E, of Contract.

3.6.3 ADDITIONAL WRITTEN INFORMATION STATEMENT REQUIREMENTS

3.6.3.1 Contractor shall have the following exact phrase in the electronic or hard copy case file for every dispute resolution case initiated:

"Written Information Statement Sent/Given to Disputants"

Next to the above phrase, Contractor shall have the individual who mailed, e-mailed, faxed, or handed the Information Statement to the Disputants, initial and date the document as confirmation of the action taken.

3.6.3.2 A written copy of each Contractor's Information Statement must be available for County to review. Information Statements and any written materials provided to Disputants shall be written at no more than a high school graduate reading level. A suggested Information Statement is Attachment 2 of this Statement of Work.

3.6.3.3 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.7 WRITTEN AGREEMENT OR AWARD REQUIREMENT

3.7.1 Upon consent of the Disputants, a written agreement or an award resolving a dispute may be issued, which details the dispute settlement and future responsibilities of each party. If settlement is reached through Conciliation and a written agreement is still desired, Contractor may require the Disputants to meet in a face-to-face session to do so.

3.7.2 ENFORCEABILITY AND ADMISSIBILITY OF AGREEMENTS: Agreements resolving a dispute and entered into with the assistance of

Contractor shall not be enforceable in a court nor shall they be admissible as evidence in any judicial or administrative proceeding without the consent of the parties. The written agreement shall clearly state that the agreement or any resulting award shall be enforceable or admissible as evidence only as agreed-to by the parties.

3.7.3 TOLLING THE STATUTE OF LIMITATIONS: Disputants may agree in writing to toll the applicable statute of limitations during the pendency of the dispute resolution process. The statute of limitations for any given dispute provides a deadline within which a court case arising out of the dispute must be filed or else the right to sue is lost. Contractor shall NOT be required to inform Disputants of this section of the Act. If Contractor does inform any Disputant of this section of the Act, any such communications must be in accordance with the issues addressed in Section 3.12.1, Providing Legal Counsel, of this Appendix.

3.7.4 INVOLVEMENT OF ATTORNEYS IN DRPA-FUNDED PROCESSES: Disputants are entitled to be accompanied by an attorney at any dispute resolution session. Participation by attorneys in dispute resolution proceedings may be restricted by the policy of Contractor. Such policies shall be clearly explained in the Information Statement provided to Disputants. Disputants shall always have the right to consult with attorneys as needed.

3.7.5 DISPUTANT RIGHT TO WITHDRAW OR REVOKE CONSENT: Unless Disputants have agreed in writing to a binding award, Disputants may withdraw from process and revoke their consent by written statement and may seek judicial or administrative redress.

3.7.6 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.8 CONFIDENTIALITY

3.8.1 All dispute resolutions proceedings conducted, including, but not limited to, conciliations, mediations, and arbitrations, are subject to Chapter 2 commencing with Section 1115 of Division 9 of the California Evidence Code. Contractor shall not reveal any communications made with a Disputant to anyone involved in any administrative law or civil court proceeding. This includes any information on the dispute or Disputant recorded in writing by Contractor, such as case files or notes taken by a neutral during a dispute resolution process. This confidentiality provision shall NOT

apply to possible criminal activity. If a Disputant indicates to Contractor, at any point during the dispute resolution process, that criminal liability may exist on the Disputant as a result of a criminal act, Contractor shall inform the Disputant that the protections of confidentiality may not exist. If an attempt is made by any third party to force a Contractor into revealing any information about a case, Contractor shall contact County for assistance. Contractor may contact the County for further assistance in interpreting the laws regulating the DRPA.

- 3.8.2 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.9 BIAS AND CONFLICT OF INTEREST RELATED TO NEUTRALS

- 3.9.1 All Services must be provided by neutral persons. Persons are not regarded neutral if personal bias regarding any particular Disputant or the subject matter of the dispute exists. Persons are not regarded neutral if s/he has any financial interest in the subject matter of a dispute or a financial relationship with any party to the dispute resolution proceeding. Such interest shall be deemed a conflict of interest. Neutrals having any actual or perceived conflict of interest shall refrain from providing services unless all Disputants are made fully aware of the conflicts or potentially perceived conflicts and consent in writing.
- 3.9.2 Contractor shall require all persons serving as a neutral in any Services offered to review the issue(s) at stake in each dispute they may participate in, and certify in writing on Contractor-provided form they have no bias regarding the Disputants or subject matter, and have no financial interest in any aspect of the dispute in question or the Disputants. Contractor shall also require a neutral to certify for each dispute they have no conflicts of interest, and that the neutral will immediately halt any proceedings and notify Contractor should they discover any conflict of interest, bias, or financial interest as to the dispute or a Disputant(s) after any Services begin.
- 3.9.3 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.10 UNRESTRICTED ACCESSIBILITY TO SERVICES

3.10.1 Contractor shall NOT have a blanket policy against providing Services to specific types of disputes (e.g., landlord-tenant, etc.) within the service category (Community, Day of Hearing, Victim-Offender) for which Contractor has been approved without the written approval of County.

3.10.2 Contractor shall NOT refuse Services to a specific type of dispute within the service category for which Contractor has been approved solely due to the complexity of the dispute. County acknowledges, that since the majority of services are provided by volunteers, some types of disputes may exceed the capacity of available volunteer neutrals. This factor will be included in any consideration by County in a request from Contractor to be excused from serving a particular dispute.

3.11 PROHIBITED ACTIVITIES

3.11.1 PROVIDING LEGAL COUNSEL

3.11.1.1 Contractor acknowledges Program, and the Services thereto, is not a legal aid program. Funds and staff shall not be used in any manner to provide legal advice to Disputants. Contractor shall have policies, staff and volunteer training, and referral systems in place to prevent the provision of legal advice under any circumstances and refer Disputants wanting legal advice to appropriate resources.

3.11.1.1.1 **Contractor with Legal Advice or Attorney Related Programs:** Contractor that is part of larger entities that are legal and/or attorney based or have legal advice programs shall take precaution and implement measures to provide a clear and distinct separation between any program offering legal advice and any DRPA-funded Services.

3.11.1.1.1.1 **Disputants Having Received Court Summonses/Statute of Limitations Issues:** For purpose of this Contract, informing a Disputant who has received a court summons of a deadline to file a response with the court or that s/he could potentially otherwise lose by default is NOT considered providing legal advice. Contractor shall NOT inform Disputants of the specific day or date of such a deadline. Instead, Disputants shall be informed of their need to speak with an attorney.

3.11.1.1.2 **Legal Information Prepared/Written By Other Organizations:** For purpose of this Contract, providing a Disputant legal information prepared or written by a relevant government entity or non-profit legal aid organization is NOT considered providing legal advice. Contractor shall NOT, however, answer any questions or provide any comments or advice related to any legal information provided to Disputants. If Disputants have questions, they shall be informed of their need to speak to an attorney.

3.11.1.1.2.1 Examples of such information include the *California State Department of Consumer Affairs Landlord-Tenant Handbook* or printed information posted for public use by legal aid organizations or government entities.

3.11.1.1.3 **Referrals to Sources of Legal Advice or Legal Information:** Contractor shall maintain written current information for Disputants on where they may access legal advice or information. This shall include lawyer referral services certified by the California State Bar Association, all Federal Legal Services Corporation (LSC) entities funded in Los Angeles County, the Courthouse Self-Help Centers operated by the Legal Aid Foundation of Los Angeles and Neighborhood Legal Services of Los Angeles County, and resources for those individuals who may choose to, or be forced to, not have an attorney and self-represent themselves (“pro per” or “pro se” litigants) based on various circumstances (e.g., income not low enough to qualify for LSC services and case size or type and/or income makes a private attorney difficult to obtain.)

3.11.1.1.4 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.11.2 SOLICITING DONATIONS IN ADVANCE Contractor shall ensure that no individual representing its organization explicitly or implicitly solicits any donation from a Disputant in advance of initiating any Service, or prior to the full completion of Contractor's resolution attempt(s) for the first dispute in which the Disputant receives dispute resolution services from Contractor.

3.12 CHARGING DISPUTANTS FOR SERVICES

3.12.1 Contractor shall not be required to charge Disputants for dispute resolution services. However, if Contractor charges fees for its dispute resolution services, such fees must be assessed on a sliding scale basis, according to income and financial need. Contractor shall fully explain to all Disputants in writing, in advance of the services being furnished, the basis for and the amount of any fees and other costs that may be charged.

3.12.2 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.12.2 WAIVER OF ANY FEES TO LOW-INCOME DISPUTANTS

Any fees must be completely waived for any Disputant who informs Contractor that s/he is unable to pay due to being unemployed or low income. Contractor shall have no documentation requirements in order for a Disputant to receive any such waiver.

3.12.3 Contractor is prohibited from charging the following fees: contingent fees; fees calculated on the basis of the amount in controversy; or fees based on the failure or success of the Disputants to agree to resolution terms previously designated by one or more of the Disputants.

3.12.4 CONTRACTOR FEE SYSTEM OPTIONS:

3.12.4.1 **No Fee:** No Disputant is charged any fee of any type.

3.12.4.2 **Sliding Scale Fee:** Disputants are charged on a sliding scale basis, and individuals who inform Contractor they are unable to pay due to being unemployed or low income shall have all fees waived.

3.12.4.3 **County Approval of Sliding Scale:** Contractor shall submit their sliding scales for written approval to County. Contractor shall receive written approval before implementing any sliding scale. Once the scale has been approved, Contractor

shall not change the fees without the prior written approval of County.

- 3.12.4.4 All case files for any dispute shall have the following fields, and the appropriate option for each case must be identified and initialed by Contractor representative.

No Fees Charged _____
Sliding Scale Fee Charged \$_____
Other Fees Charged \$_____
Voluntary Donation \$_____

3.13 DOCUMENTATION REQUIRED FOR RESOLVED CASES

- 3.13.1A resolved case is one in which at least one (1) of the contested issues has been resolved to the mutual satisfaction of the Disputants.

- 3.13.1.1 A written, dated agreement signed by Disputants OR a brief summary of the agreement that indicates the action or actions to be taken or not taken by each Disputant or the mutual understanding reached with the date of the resolution and the initials of the neutral.

- 3.13.1.2 Summary of the Dispute and Specific Issue(s). Following are some examples of a dispute and possible related issues:

3.13.1.2.1 Effect of Recycling Center on Neighborhood: trash, homeless, noise;

3.13.1.2.2 Mistrust of Local Police After Shooting: mutual understanding of known facts, investigation process, reasons for mistrust, actions that can be taken/policies implemented to regain trust;

3.13.1.2.3 Church Council Dispute: Members respect for each other, manners at meetings, obtaining/presenting outside legal advice, by-laws/articles of incorporation interpretation, meeting procedures, budget procedures, hiring procedures; and

3.13.1.2.4 School Tension/Violence Between Racial/Ethnic Groups: Views on the incident, causation of incident, specific ways to prevent similar incidents in the future, ways

to improve relations through specific acts on a regular basis.

3.13.1.2.5 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

4.0 ADDITIONAL REQUIREMENTS

In addition to the specific tasks necessary to provide Services, Contractor must also adhere to the minimum requirements that are necessary to operate the Program. These requirements ensure Contractor maintains the appropriate level of care, performance, staffing, reporting, and compliance with Los Angeles County and State of California guidelines that govern the Program. Contractor shall be responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Services to Disputants.

4.1 Contractor shall provide Outreach, which is defined as actively providing and disseminating Program information to the public on what Services may be available to potential eligible Disputants. Outreach provided by Contractor shall aim to produce a continual increase in the use of dispute resolution services by Disputants.

4.1.1 Community Dispute Resolution Services Outreach shall specific activities to effectively communicate the availability of Services to the distinct and various populations residing, working, and/or operating in the SPA(s) for which Contractor is approved.

4.1.2 Day of Hearing Civil Court Services Outreach shall include specific activities to effectively communicate the availability of Services to the distinct and various populations who may need help with the types of cases in the locations where Contractor is approved.

4.1.3 Victim-Offender Services Outreach shall include specific activities to effectively communicate the availability of Services to the distinct and various populations served by the law enforcement jurisdictions for which Contractor is approved.

4.2 Contractor shall ensure that information and assistance for all Services is provided to all relevant populations including, but not limited to, homeless, veteran, and Lesbian-Gay-Bisexual-Transgender (LGBT) Disputants.

- 4.3 Contractor shall annually project a minimum annual number, not less than 25, of previously untrained persons Contractor will serve with Basic 25-Hour dispute resolution training that complies with Section 16.0, Trainings, of this Statement of Work.

5.0 CONTRACTOR PERSONNEL

5.1 GENERAL REQUIREMENT:

- 5.1.1 Contractor shall have sufficient number of qualified staff with the appropriate education, training, and experience to carry out the requirements of the Program.
- 5.1.2 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number required, as well as any other applicable staffing requirements of County. Such personnel shall meet all qualifications in this Contract, as well as those provided by County through Contract Amendments, Administrative Directives, and Program Policy Memoranda.
- 5.1.3 Contractor shall always have at least one (1) employee with the authority to act on behalf of Contractor available during work hours.

5.2 PROJECT DIRECTOR (Sample Contract - Sub-paragraph 7.1 – Contractor's Program Administrator):

- 5.2.1 Responsibilities: The Project Director shall plan, organize and direct all administrative and program activities related to the Program. The Project Director shall define lines of authority and shall develop the roles and parameters of responsibility for Program staff consistent with established requirements. In addition, the Project Director shall serve as the coordinator/liaison for all Program Services, ensuring that all communications relevant to Services are conveyed to the appropriate personnel.
- 5.2.2 Minimum Education, Experience and Qualifications:
- 5.2.2.1 A minimum of two (2) years of experience in dispute resolution or related field. In addition, the individual must possess and demonstrate the following:
- 5.2.2.1.1 Demonstrated problem-solving skills and experience;
- 5.2.2.1.2 Ability and experience explaining administrative goals, policies and procedures,

and assist staff in adjusting to changes that occur;

- 5.2.2.1.3 Successful completion of a basic 25-hour DRPA training within six (6) months of hire.

5.3 CASE MANAGER

- 5.3.1 Responsibilities: Under the direction of the Project Director, the Case Manager shall maintain and assist with volunteer trainings and volunteer pool lists. The Case Manager shall make recommendations and referrals as appropriate to other service organizations, giving priority to DRPA-funded programs.

- 5.3.2 Minimum Education, Experience and Qualifications:

- 5.3.2.1 Demonstrated ability to communicate effectively with Disputants and Volunteers; and

- 5.3.2.2 Demonstrated ability to treat Disputants, Volunteers, and co-workers with respect and dignity.

- 5.3.2.3 Successful completion of a basic 25-hour DRPA training program within six (6) months of hire.

5.4 OTHER STAFF

- 5.4.1 Volunteer Services: Contractor shall primarily use a pool of properly trained and adequately supervised volunteers reflective of the diversity of Los Angeles County to provide Program Services in order to achieve the legislative purpose and intent of the DRP Act while maximizing the cost effectiveness of the Program. Contractor shall therefore ensure the large majority of all Conciliations, Mediations, Arbitrations, and other dispute resolution processes are conducted by volunteer neutrals, with salaried staff in a limited, but adequate supervisory role, rather than routinely acting as co-neutrals.

- 5.4.2 County reserves the right to require Contractor's compliance with a Corrective Action Plan if the majority of Contractor's services are not provided solely by volunteers. County acknowledges that the majority of services are provided by volunteers who are utilizing their volunteer experience as a training program. Contractor shall ensure that volunteers assigned to any dispute meet the requirements of providing resolution services for that case.

- 5.4.3 Preference to recruit older individuals: Preference shall be given to recruiting older individuals age 55 and over as volunteers and neutrals, subject to the qualifications of the position.

6.0 SPECIAL PROVISION

6.1 MEDIATION WEEK

- 6.1.1 Each year the Los Angeles County Board of Supervisors celebrates Mediation Week by honoring Program volunteers, staff, and selected successfully resolved disputes. Contractor may choose to nominate staff or volunteers Contractor would like to see recognized by County. Nominations shall be received by County no later than the first business day of each February. Attachment 3, Mediation Week Nomination Form, of this to Statement of Work, provides instructions on how to submit nominations. Contractor acknowledges submission of a nomination form shall not be binding on County or the Los Angeles County Board of Supervisors for any recognition or otherwise.

7.0 FISCAL

7.1 MATCHING SHARE

- 7.1.1 Contractor shall provide at least a 25% match (contribution) of its Maximum Annual Contract Sum/Expenditures as funded by County in accordance with the provisions of Exhibit B (Budget), of this Statement of Work. The matching share may be in cash or in-kind contributions or compensation thereof.

- 7.1.1.1.1 In-kind contributions are property or services provided by Contractor which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to Contractor.

- 7.1.1.1.2 The criteria for establishing the value on non-cash items shall be Fair Market Value. In the case of Volunteer Services, Fair Market Value shall be calculated at twenty-five dollars (\$25) per hour.

7.2 ADMINISTRATIVE/INDIRECT COST

- 7.2.1 Administrative/Indirect costs are not to exceed 20% of the entire Contract. This includes both Program funds and matching funds.

- 7.2.2 For this Program, administrative/indirect costs are those costs associated with Contractor's employees and other financially compensated individuals whose primary duties do not include interaction with Disputants and/or volunteers. Typical examples of such positions are duties that relate to financial and/or human resources administration. Thus, any costs associated with these individuals (salaries and benefits, workspace, office equipment, supplies, etc.) that are reflected on the contract budget, whether using Program or matching funds, may be considered indirect or administrative costs.
- 7.2.3 Some organizations may have positions that perform both direct and administrative/indirect functions. The costs related to these individuals should be apportioned accordingly (i.e. 80% of an executive director's time is spent on direct services related activities and 20% are spend on administrative/indirect responsibilities, so that related costs would be classified accordingly).
- 7.2.4 Contractor shall contact County for further guidance on determining whether a cost is an administrative/indirect cost or a direct cost

7.3 CLOSEOUT REPORTS

- 7.3.1 At the end of each Fiscal Year, Contractor shall prepare and submit a Closeout Report in the form and manner designated by County. A Closeout Report shall include the reporting of expenses and accruals through the last day of the Fiscal Year. County shall notify Contractor of the deadline for submission of the Closeout Report.
- 7.3.2 If this Contract is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that contract period which ends on the termination or cancellation date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.
- 7.3.3 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

7.4 CASH RESERVES

- 7.4.1 Contractor must maintain cash reserves equal to the cost to operate the Program for one (1) month.
- 7.4.2 Program Contract Funds may not be included in cash reserves.

7.5 YEARLY FISCAL REPORT BY INDEPENDENT ACCOUNTANT

- 7.5.2 Contractor shall submit yearly reports prepared by independent accountants that describe and assess Contractor's fiscal practices and status, no later than 90 days after the end of the fiscal year.
- 7.5.3 The independent accountant's report should be sent to the County. For Contractor that is legally part of a larger government or educational entity, a report of the entire organization's fiscal practices and status is sufficient to meet this requirement.

8.0 PROGRAM PERFORMANCE/REALLOCATION OF CONTRACT FUNDS

- 8.1 Contractor is required to provide 100% of Services and expend 100% of the Maximum Annual Contract Sum contracted for and as stated in this Exhibit, Exhibit B (Budget), Exhibit C (Mandated Program Services), Exhibit S (Performance Requirements Summary Chart). A new or updated Exhibit B (Budget) and Exhibit C (Mandated Program Services) shall be completed by Contractor and provided to County prior to the beginning of each Fiscal Year.
- 8.2 Contractor's Program performance and Contract Funds for Program will be evaluated during each Fiscal Year. Contract Funds may be reduced if Contractor fails to provide at least 90% of Services and expend at least 90% of the Maximum Annual Contract Sum allocated under this Contract, as provided in Exhibit B (Budget) and/or Exhibit C (Mandated Program Services). Additionally, Contractor acknowledges County, at its discretion, may reduce Contractor's Services and Maximum Annual Contract Sum paid thereon in the following Fiscal Year to more accurately reflect Contractor's level of performance/expenditure.
- 8.3 Contractor acknowledges that this Contract includes Performance Requirements Standards that will measure Contractor's performance related to the Program. Exhibit 6 (Performance Requirements Summary Chart) identifies the standards required and the corresponding Acceptable Quality Level that Contractor is responsible for meeting.

9.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

9.1 GENERAL REPORTS

- 9.1.1 Contractor shall be required to establish record procedures that ensure the accuracy and authenticity of the number of eligible Service(s) provided each day. Contractors shall ensure the actual date Service(s) is/are rendered are tracked, documented, and reported. Contractor shall submit to County, on a monthly basis and no later than the tenth

(10th) day of the month following the month of service, a report which includes:

- 9.1.1.1 Total number of Disputants served;
- 9.1.1.2 Type(s) of Services provided, including the date(s) of Service;
- 9.1.1.3 Total number of dispute resolutions initiated;
- 9.1.1.4 Total number of disputes for which at least one of the contested issues was resolved to the mutual satisfaction of the Disputants;
- 9.1.1.5 Total number of persons trained as detailed in Section 16.0, Trainings; and
- 9.1.1.6 Outreach activity.

See also reporting of Complex Disputes in Sections 3.2.2.1, 3.2.3.1, and 3.2.4.1.

- 9.1.1.7 Reports on Outreach activities shall include descriptions of Outreach activities performed, the number of people reached, and examples of handouts distributed, using Attachment 4, Outreach Activity Form, of this Statement of Work. If the tenth (10th) day of the month falls on a weekend or holiday, the due date shall be the next business day.

9.1.2 Contractor shall submit to County annual Population Reports as follows:

- 9.1.2.1 For Community Dispute Resolution Services, Contractor shall provide annually updated descriptions of the resident and employment populations of each SPA for which Contractor has been approved, including estimated numbers, as well as cultural, economic, and other key social demographics.
- 9.1.2.2 For Day of Hearing Civil Court Dispute Resolution Services, Contractor shall provide annually updated descriptions of the resident and employment populations of potential users of their dispute resolution services, including estimated numbers, as well as cultural, economic, and other key social demographics.
- 9.1.2.3 For Victim-Offender Dispute Resolution Services, Contractor shall provide annually updated descriptions of the resident and employment populations of the areas served by each law enforcement jurisdiction for which Contractor has been

approved, including estimated numbers, as well as cultural, economic, and other key social demographics.

9.2 STATISTICAL REPORTS

9.2.1 Contractor shall provide, on a monthly basis, statistical data regarding its operating budget and shall include the following:

- 9.2.1.1 The number of inquiries about dispute resolution services received;
- 9.2.1.2 The sources from which inquirers learned of dispute resolution services;
- 9.2.1.3 The number of disputes for which resolution services were initiated (i.e., cases opened);
- 9.2.1.4 The nature of the disputes for which resolution services were initiated;
- 9.2.1.5 The number of disputes in which at least one (1) of the contested issues was resolved to the mutual satisfaction of the Disputants (a resolved dispute shall be counted as an additional resolved dispute for each multiple of four (4) in-session hours required beyond the eight (8)-hour threshold; for example, a resolved dispute requiring 16 in-session hours would be counted as three (3) resolved disputes);
- 9.2.1.6 The nature of the disputes resolved, including the particular types of community, civil court, or victim-offender disputes resolved;
- 9.2.1.7 The number of persons served with dispute resolution services;
- 9.2.1.8 The number of persons utilizing the process more than once;
- 9.2.1.9 The zip code(s) of each Disputant, including the location where the dispute took place (zip code information is needed only for parties and locations in Los Angeles County);
- 9.2.1.10 The number of Disputants served by age or age range, race/ethnicity, gender (as identified by Disputant), and income range;

- 9.2.1.11 The percentage of dispute resolution services provided by volunteers;
 - 9.2.1.12 The number of persons trained with initial DRPA training and the number of persons trained with continuing education as detailed in Section 16.0, Trainings.
 - 9.2.1.13 The names and contract information for each person trained with initial DRPA training who are willing to be included in County's DRP Pool of trained neutrals; and
 - 9.2.1.14 Any other information County may require.
- 9.2.2 Contractor shall submit statistical data on a monthly basis and no later than the tenth (10th) day of the month following the month of Service. If the tenth (10th) day of the month falls on a weekend or holiday, the due date shall be the next business day. Contractor must use Attachment 5, Monthly Activity Report, of this Statement of Work, to report monthly statistical data.
- 9.2.3 Contractor shall maintain all records and reports, consistent with the Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.
- 9.3 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.
- 9.4 All information, records, data elements, and print-outs collected and maintained for the operation of the Program and pertaining to Disputants (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Contract Paragraph 7.5 (Confidentiality); California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.

10.0 DISPUTANT FOLLOW-UP SURVEYS

- 10.1 Contractor shall be required to conduct follow-up surveys with Disputants, keep copies of the completed surveys on file, and be accessible to County for review. Surveys must be conducted or sent to Disputants within one (1) month of the completion of the dispute resolution process. The results of the surveys shall be used by Contractor to make quality improvements in

providing Services. Contractor may be asked by County to comply with and develop other outcome measures.

10.1.1 The surveys shall include requests for Disputants' evaluation of:

10.1.1.1 The dispute resolution services provided by Contractor;

10.1.1.2 The fairness or adequacy of the settlement agreement or award;

10.1.1.3 Any particular difficulties experienced by the Disputants in carrying out and obtaining compliance with the settlement agreement or award;

10.1.1.4 The Disputant's willingness to use dispute resolution services in the future;

10.1.1.5 The Disputant's willingness to recommend dispute resolution services to others who are involved in disputes; and

10.1.1.6 The Disputant's willingness to allow use of case details without any personal identifying information for the purposes of Outreach to promote the availability and nature of dispute resolution services.

10.2 Contractor shall use the exact wording and answer options for its Follow-Up Survey as they appear on Attachment 6, Participant Follow-up Survey, of this Statement of Work. Contractor may add additional questions, but shall not change the wording and answer options of the questions in the Attachment. Contractor shall make good faith effort to conduct a survey of every Disputant who takes part in a dispute resolution process initiated under this Contract. Surveys may be conducted over the phone or electronically, such as e-mail.

10.3 Within three (3) months from the end of each fiscal year, Contractor shall compile the results of all follow-up surveys completed by Disputants for the Program year, and complete and submit Attachment 7, Participant Follow-up Survey Annual Results Form and Instructions, of this Statement of Work, to the County.

10.4 County reserves the right to require a Corrective Action Plan if the return rate of the surveys for a Contractor is below the average for all the Contractors As determined by the County.

11.0 QUALITY CONTROL PLAN

11.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of service throughout the term of the Contract. The QCP shall be retained on file at Contractor's main administrative office. The QCP shall include, but not be limited to, the following:

11.1.1 A method of monitoring to ensure that Contract requirements are being met;

11.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

12.0 INFORMATION TECHNOLOGY SYSTEMS

12.1 Contract Management System (CMS): County has developed the Contract Management System Gateway ("System"), an automated system designed to electronically manage the Contract. County has implemented the System and Contractors shall use the System to perform its administrative contracting functions as directed by the County.

12.1.1 County has established policies concerning the access, use, and maintenance of the System. Contractors shall adhere to these policies, which include Exhibit R, Contract Management System - Contractors Gateway Terms and Conditions of Use, of Contract, instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor's noncompliance with these policies may subject that Contractor to denial of access to the System, suspension of payment(s), termination of the Contract, and/or other actions which County may take at its sole discretion.

13.0 UNUSUAL OCCURRENCES OR CRIME

13.1 Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Disputants, personnel, or visitors shall be reported by Contractor within twenty-four (24) hours to the local health officer by telephone and also in writing, and to County by telephone and also in writing or email.

13.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractors within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or email. The Contractor shall prepare and retain an incident report on file, and shall include

a copy of the filed police report. Contractors shall maintain all incident reports in a manner consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement). Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

14.0 EMERGENCY AND DISASTER PREPAREDNESS

14.1 Notwithstanding Contractor's and County's contractual objective to provide Services to eligible persons, Contractors shall make Services available to any person impacted during the event of a nationally- or state- declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

14.1.1 Contractor must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.

14.1.2 Contractor must maintain a registry of Disputants for emergency purposes.

14.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impacts to Disputants as determined by both the scope of the event (who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractors shall make the BCP available to its employees, volunteers, and Subcontractors for reference before, during, and after such disruptions.

15.0 LICENSES AND CERTIFICATIONS

15.1 Contractor shall obtain and maintain, during the term of this Contract, for Contractor and all staff, all appropriate licenses, permits and certificates required by all applicable Los Angeles County and State of California laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of the Contract, and in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide County with copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to the County's Contract Manager listed in Exhibit E, of Contract.

15.1.1 All Contractor's employees and volunteers must possess, at a minimum, a 25-hour DRPA Training Certificate of Completion.

16.0 TRAININGS

- 16.1 Contractor shall require that all persons who provide DRPA-funded dispute resolution services under their auspices complete the required 25-hour training program. The training must be completed prior to the provision of DRPA-funded services by that person.
- 16.2 The DRPA basic 25-hour training shall consist of the following:
 - 16.2.1 A classroom portion training that is a minimum of ten hours that includes lecture and discussion. This portion of the training must address the following topics:
 - 16.2.1.1 History of the dispute resolution process and its relationship to the traditional justice system;
 - 16.2.1.2 The DRPA Act and Regulations and the County DRP Contractors and County oversight responsibilities for funds;
 - 16.2.1.3 An overview of the structure of the California justice system and the traditional methods of processing civil and criminal cases;
 - 16.2.1.4 The structure, design, practice, and theory of dispute resolution proceedings and services;
 - 16.2.1.5 Functions and responsibilities of neutral persons, and the need for would-be neutrals to certify they have no conflicts of interest;
 - 16.2.1.6 The distinction between binding and non-binding processes;
 - 16.2.1.7 Communication Skills: including, but not limited to, developing opening statements, building trust, gathering facts, framing issues, taking notes, empowerment tactics, effective listening and clarification skills, and face-to-face versus telephone communication skills;
 - 16.2.1.8 Problem Identification and Disagreement Management Skills: including, but not limited to, establishing priorities and areas of agreement and disagreement and management of special problems that threaten the process;
 - 16.2.1.9 Techniques for Achieving Agreement or Settlement: including, but not limited to, creating climate conducive to resolution, identifying options, reaching consensus, and working towards agreement;

- 16.2.1.10 General Review of Typical Fact Patterns: including, but not limited to, landlord-tenant, neighbor-neighbor, and consumer-merchant disputes;
- 16.2.1.11 The role and participation of attorneys and witnesses;
- 16.2.1.12 Intake skills and related documentation requirements; and
- 16.2.1.13 The necessity of voluntary and consensual participation by Disputants without being coerced to enter the process.
- 16.2.2 A practical portion of the training that is a minimum of ten hours that includes the following:
 - 16.2.2.1 Role plays of simulated disputes;
 - 16.2.2.2 Observation of actual dispute resolution services; and
 - 16.2.2.3 The training shall provide for personal assessment and evaluation of the trainee.
- 16.3 In addition to the DRPA basic 25-hour training described above, training for persons who will serve as neutrals for Victim-Offender disputes shall also be trained in Restorative Justice topics prior to providing Program Services for Restorative Justice disputes:
 - 16.3.1 Balance of power between Victims and Offenders;
 - 16.3.2 Emotional impact of being a Victim;
 - 16.3.3 Emotional impact of being an identified Offender;
 - 16.3.4 Distinction between traditional criminal justice system emphasis on punishing perpetrators of crime against “the people” and the Restorative Justice emphasis on restoring relationships between Offenders and specifically identified Victims;
 - 16.3.5 Intentions of Restorative Justice to repair harm caused to people and property, reconcile Victims and Offenders, and renew community among those affected; and
 - 16.3.6 Effective ways of procuring and sustaining engagement of all participants in Restorative Justice dispute resolution sessions.

- 16.4 Contractor shall conduct at least one Basic DRPA 25-Hour Training each year that includes both the classroom and practical portions of the training. Contractors shall attempt to enlist participants for their trainings that represent populations and/or communities in which there are few or no trained neutrals .
- 16.5 Contractor shall provide each trainee, as part of the Basic DRPA 25-Hour Training, written materials that describes specific ways to prevent or de-escalate tense interpersonal situations.
- 16.6 Contractor shall ensure that each trained neutral projected to provide dispute resolution services under its auspices in the coming fiscal year completes at least four (4) hours of continuing education training during the last quarter of the previous fiscal year. This annual requirement begins the year after a volunteer completes the Basic DRPA 25-Hour Training. This training shall include preparation for serving more complex disputes, such as those involving more than two (2) Disputants.
- 16.7 Contractor shall maintain the following documentation to demonstrate compliance with the training requirements:
 - 16.7.1 Sign-in sheets signed by the trainees that include the dates and hours the trainings were conducted and signed by the trainer.
 - 16.7.2 Dated agendas, a training outline, and sample handouts that clearly indicate that all the required issues and components as detailed in Section 3622 of the DRPA Regulations were part of the training.
 - 16.7.3 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.
- 16.8 All communications regarding the Basic DRPA 25-Hour Training must have one (1) of the following statements:
 - 16.8.1 “This training meets the classroom portion of the minimum training required to provide services at a California Dispute Resolution Programs Act (DRPA) funded program. There is also a 10 hour required practical component. A list of DRPA funded programs where the practical component can be completed will be provided at the training”; or
 - 16.8.2 “This training meets the classroom portion and the practical portion of the minimum training required to provide services at a California Dispute Resolution Programs Act (DRPA) funded program”.

16.9 Contractor shall maintain the following documentation for any individual neutral who provides services under this Contract:

16.9.1 A copy of a statement on the letterhead of a Los Angeles County DRP Contractor or a certificate issued by a County of Los Angeles DRP Contractor that is signed and dated by the Program Administrator of the Program that conducted the training and states the following:

16.9.1.1 “(Name of Individual) has completed the classroom and practical portions of the minimum training required to provide services at a California Dispute Resolution Programs Act (DRPA) funded program”; or

16.9.1.2 A copy of a time sheet for the trained individual signed by the Program Administrator or other authorized staff person that states the dates and times the classroom portion was completed and the dates and times the practical portion was completed; or

16.9.1.3 For the Prior Training/Experience Exception, the documentation detailed under Section 16.10 below.

16.9.1.4 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

16.10 Any neutral person who has received training which complies substantially with these Regulations, or who has had at least 25 hours of dispute resolution experience to his or her provision of dispute resolution services shall be deemed to have met the orientation and training requirements mandated by these Regulations.

16.10.1 Contractor shall maintain the following documentation for any individual neutral who provides services under the Contract and is meeting the minimum training requirements through the prior training/experience exception.

16.10.1.1 A copy of a statement on the letterhead of a Los Angeles County DRP Contractor or a certificate issued by a Los Angeles County DRP Contractor that is signed and dated by the Program Administrator and states the following:

16.10.1.1.1 “(Name of Individual) has received training which complies substantially with the California

Dispute Resolution Programs Act Regulations, or has had at least 25 hours of dispute resolution experience prior to their providing services at this program and such prior training/experience has been verified.”

16.10.1.1.2 Contractor shall maintain all records and reports, consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

- 16.11 Contractor is strongly encouraged not to charge fees for its training in order to encourage a greater diversity of individuals to complete the training and volunteer. This is based on the belief that many low and middle income individuals can bring unique and valuable perspectives as neutrals and would be discouraged from becoming neutrals by the mention of any type of fee and/or having to ask for some type of fee waiver.
- 16.12 Should fees be charged for a Basic DRPA 25-Hour Training, Contractor shall take verifiable steps to assure that a broad diversity of volunteers are being trained. If this is not being accomplished, County reserves the right to issue a Corrective Action Plan and/or other actions to assure that training fees are not an obstacle to accomplishing the goals herein.
- 16.13 Contractor shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (to include employees and volunteers). Contractor is responsible for ensuring staff, both existing and new, is properly trained in all areas related to providing Services, and receives training on employment safety.
- 16.14 The Contractor’s Program Administrator shall ensure that all appropriate Contractor employees and volunteers attend all training sessions required by County and held at a County facility or another site, as determined by County, for Contractor’s benefit. Further, Contractor shall ensure that, at a minimum, a Contractor employee represents Contractor at each training session. Contractor may also attend training opportunities outside of Los Angeles County that Contractor reasonably deems to be beneficial for the delivery of dispute resolution services.
- 16.15 Contractor shall provide to County at least thirty (30) days advance notice of the schedule and location of each training. County may make unannounced visits to training for purpose of evaluation.

17.0 MEETINGS

- 17.1 Contractor must attend all mandated meetings called by County, or authorized designee. Contractor shall be given at least seven (7) days advance notice of all scheduled meetings with County. Failure to attend mandated meetings shall be considered non-compliant to this Contract, and may result in further action pursuant to Contract Paragraph 9.12 (Probation and Suspension), and any other applicable Contract provisions.
- 17.2 Contractor staff shall be required to attend meetings whose objectives are to promote program enhancements, increase Contractor knowledge of and efficiency in the Services provided. These meetings may be called by County and be held at a County facility or another site, as determined by County. Contractor may also choose to attend educational or training opportunities outside of Los Angeles County that Contractor reasonably deems to be beneficial for the delivery of dispute resolution services or other meetings designated by County.

18.0 COLLABORATIONS

- 18.1 Contractor must form collaborations with other contractors providing Services funded through DRP, as well as other community organizations, in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Contractor is encouraged to share vital assessment information with other agencies providing dispute resolution services. However, in sharing information with other agencies, Contractor must respect Disputants' confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 18.2 Contractor shall establish procedures to protect all Disputants' information consistent with the terms of this Contract; any amendments thereto; and all applicable laws and shall not disclose Disputant information outside of County without prior written consent from County and the Disputant.
- 18.3 Contractor is prohibited from engaging in any action intended to inhibit the provision of DRPA-funded services by another Contractor.

19.0 LOCATION OF SERVICE AND HOURS OF OPERATION

- 19.1 Contractor is encouraged to seek office space for the operation of its Program Services at public facilities and/or partner with non-profit organizations or community groups in an effort to minimize office space expenditures and to increase fiscal capacity elsewhere to improve the quality of the Program.
 - 19.1.1 In the event that a Disputant expresses a desire to participate in a face-to-face mediation or other face-to-face dispute resolution process, and Contractor's main Program site poses an inconvenience, then

Contractor shall make good faith efforts to find a public facilities location to conduct the service that is more convenient and mutually agreeable with the Disputants

19.1.2 Public facilities include, but are not limited to, libraries, community centers, police stations, and city halls

19.2 Contractor shall maintain an office in Los Angeles County.

19.3 Contractor's office shall be open a minimum eight (8) hours per day between the hours of 8:00 am and 5:00 pm, Monday through Friday, not including County holidays. Contractor shall ensure that telephone contact with Contractor's staff is available to Disputants and potential Disputants, as well as County, during Contractor's hours of operation. Contractor shall ensure that each Contractor office location has a telephone answering machine or voice mail in place during off-business hours. Contractor staff shall check and respond to all messages in a timely manner.

19.4 Contractor shall publicly display the days and hours of operation for the provision of contracted Services at all Contractor office locations/sites.

19.5 Contractor shall inform County in writing and receive written County approval at least sixty (60) days prior to the relocation of Contractor's office or site location(s).

19.6 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990.

19.7 Prior to modifying or terminating Services, or revising hours of service delivery (at a previously designated location(s) and before commencing such Services at any other location), Contractor shall obtain advance written consent of County, or authorized designee, and shall comply with Contract Paragraph 9.8 (Modifications), as applicable.

19.10 Safety and Working Conditions

19.10.1 Contractor shall observe all applicable local, State and Federal health and safety standards. Contractor shall ensure that all Program Participants and Contractor employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as

amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive Services under working conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

20.0 MULTILINGUAL CAPABILITIES OF CONTRACTOR'S STAFF

- 20.1 Contractor must ensure that dispute resolution services are provided to all Disputants including individuals with limited, to no, English speaking proficiency, and in the primary language of the Disputant. This shall be achieved using bilingual staff or a translator. Contractor shall make efforts to employ employees or a translator and recruit volunteers who are bilingual in the needed languages. Contractor shall not require any Disputant to provide his/her own translator.
- 20.2 Contractor shall ensure that the delivery of Services are culturally and linguistically appropriate to the Disputants. Contractor shall endeavor to hire qualified staff that is multilingual and/or possess the relevant skills to serve a multicultural clientele reflective of the communities served. In addition, Contractor and its employees including volunteers shall be expected to develop cultural competence and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Disputants.

21.0 GREEN INITIATIVES

- 21.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 21.2 Contractor shall notify County's Contract Manager of Contractor's new green initiatives prior to Contract commencement.

22.0 CONTRACT DOCUMENT DELIVERABLES

- 22.1 Contractor shall also complete and submit to County certain other deliverable documents as specified herein. Prior to the commencement of this Contract and annually thereafter (or as otherwise established by County), Contractor shall submit the following deliverables in the form and manner that is prescribed by County: Contract Compliance Documents, Business Forms, Reporting Documents, and other documents requested from time to time by County or its designee(s):
 - 22.1.1 Contract Compliance Documents (as described in Sub-paragraph 22.3)

- 22.1.2 Business Forms (as described in Sub-paragraph 22.4)
 - 22.1.3 Reporting Documents (as described in Sub-paragraph 22.5)
 - 22.1.4 Other Documents: During the term of this Contract, County or its designee(s) may request from time to time additional documents from Contractor, and Contractor shall adhere to County's request for such documents.
- 22.2 A Contractor's failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.
- 22.3 Contract Compliance Documents: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents prior to the commencement of the Contract, and thereafter when requested by County:
- 22.3.1 Certificate of Insurance: Each Contractor shall provide such Certificate pursuant to the requirements outlined in Contract Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage).
 - 22.3.2 Business License: Each Contractor shall provide a current copy of its Business License as issued by its state's Secretary of State on an annual basis.
 - 22.3.3 Fire Department Inspection Report: For each Service site that Participants (as defined in Exhibit J (Definitions) of Contract) will visit, Contractor shall obtain an annual fire inspection of its facility (ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Contractor's local fire department and Contractor shall obtain a written Report of the inspection which shall be provided to County. In the event that violations are noted on the Report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.
- 22.4 Business Forms: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms prior to the commencement of the Contract, and thereafter when requested by County:
- 22.4.1 Board of Directors' Resolution: The Resolution provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative (as defined in

Exhibit J (Definitions) of the Contract), who will act on behalf of Contractor pursuant to Contract Paragraph 8.3 (Authorization Warranty) of this Contract. Such written evidence shall adhere to the following requirements:

- 22.4.1.1 If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.
- 22.4.1.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference this Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract and any subsequent amendments to this Contract; and, approve and accept Contract Funds (as defined in Exhibit J (Definitions) of Contract). In the event that there is a change in Contractor's Authorized Representative, Contractor shall notify County within five (5) days of the change pursuant to Contract Paragraph 8.34 (Notices), and shall provide a revised resolution, order, motion or other authorization which reflects the new Authorized Representative.
- 22.4.2 Articles of Incorporation: These documents shall reflect Contractor's legal name; and, County shall use these as verification of Contractor's name. In the event there are any amendments, Contractor shall so notify County within five (5) days of said amendment being enacted.
- 22.4.3 By-Laws: The internal rules which govern Contractor's organization and are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its By-Laws.
- 22.4.4 Tax Exempt Status Letter: Written documentation that is obtained from the Internal Revenue Service, evidencing Contractor's tax exempt status. Contractor shall notify County in writing within five (5) days of any change in its tax exempt status.

- 22.4.5 Organization Chart: Diagram of Contractor's structure which outlines the hierarchy, relationships and relative ranks of its parts and positions/jobs. Contractor shall notify County in writing within five (5) days of any change in its organization chart.
 - 22.4.6 Subcontract(s): Third-party agreement as defined in Contract Paragraph 8.40 (Subcontracting) and Sample Contract Exhibit J (Definitions). Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its subcontracts.
 - 22.4.7 Complaints: Contractor shall provide its policy and procedures for receiving investigating and responding to Participant complaints pursuant to the requirements outlined in Contract Paragraph 8.5 (Complaints).
- 22.5 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents prior to the commencement of the Contract, and thereafter when requested by County:
- 22.5.1 Closeout Report: This Report shall adhere to the requirements outlined in Sub-paragraph 7.3 (Close-Out Reports) above.
 - 22.5.2 Other Reporting Documents which County may request from time to time relating to Contractor's performance, Work, Services. County shall not be unreasonable in its request.

Hub Locations and Zip Code Chart

LA Superior Court Hub Locations, Zip Codes, and Types of Cases

Hubs	Zip Codes	Types of Cases
1 Downtown (Stanley Mosk)	90001, 90002, 90003, 90004, 90005, 90006, 90007, 90010, 90011, 90012, 90013, 90014, 90015, 90016, 90017, 90018, 90019, 90020, 90021, 90023, 90026, 90027, 90028, 90029, 90030, 90031, 90032, 90033, 90034, 90035, 90036, 90037, 90038, 90039, 90041, 90042, 90044, 90047, 90050, 90051, 90052, 90053, 90054, 90055, 90056, 90057, 90058, 90059, 90060, 90061, 90062, 90063, 90065, 90068, 90070, 90071, 90072, 90074, 90075, 90076, 90078, 90079, 90082, 90084, 90086, 90087, 90088, 90089, 90091, 90093, 90097, 90099, 90101, 90102, 90174, 90185, 90189, 90640, 91745	Small Claims Civil Harassment Unlawful Detainer Limited Jurisdiction Personal Injury
2 Alhambra	90022, 90023, 90040, 90058, 90063, 90091, 90601, 90640, 91001, 91002, 91003, 91006, 91007, 91009, 91010, 91011, 91012, 91016, 91017, 91020, 91021, 91023, 91024, 91025, 91030, 91031, 91046, 91050, 91051, 91066, 91077, 91101, 91102, 91103, 91104, 91105, 91106, 91107, 91108, 91109, 91110, 91114, 91115, 91116, 91117, 91118, 91121, 91123, 91124, 91125, 91126, 91129, 91131, 91175, 91182, 91184, 91185, 91186, 91187, 91188, 91189, 91191, 91201, 91202, 91203, 91204, 91205, 91206, 91207, 91208, 91209, 91210, 91214, 91221, 91222, 91224, 91225, 91226, 91501, 91502, 91503, 91504, 91505, 91506, 91507, 91508, 91510, 91521, 91521, 91522, 91523, 91526, 91702, 91706, 91711, 91714, 91715, 91716, 91722, 91723, 91724, 91731, 91732, 91733, 91734, 91735, 91740, 91741, 91744, 91745, 91746, 91747, 91748, 91749, 91750, 91754, 91755, 91756, 91759, 91765, 91766, 91767, 91768, 91769, 91770, 91771, 91772, 91773, 91775, 91776, 91778, 91780, 91788, 91789, 91790, 91791, 91792, 91793, 91795, 91797, 91799, 91801, 91802, 91803, 91804, 91841, 91896, 91899, 92823	Small Claims

3 Downey	90001, 90002, 90061, 90096, 90103, 90201, 90202, 90220, 90221, 90222, 90223, 90224, 90239, 90240, 90241, 90242, 90247, 90248, 90255, 90262, 90270, 90280, 90501, 90502, 90601, 90602, 90603, 90604, 90605, 90606, 90607, 90608, 90609, 90610, 90612, 90631, 90637, 90638, 90639, 90650, 90651, 90652, 90659, 90660, 90661, 90662, 90665, 90670, 90671, 90701, 90702, 90703, 90704, 90706, 90707, 90710, 90711, 90712, 90713, 90714, 90715, 90716, 90717, 90723, 90731, 90732, 90733, 90734, 90744, 90745, 90746, 90747, 90748, 90749, 90755, 90801, 90802, 90803, 90804, 90805, 90806, 90807, 90808, 90809, 90810, 90813, 90814, 90815, 90822, 90831, 90832, 90833, 90834, 90835, 90840, 90844, 90845, 90846, 90847, 90848, 90853, 90888, 90899, 91745	Small Claims
Hubs	Zip Codes	Types of Cases
4 Inglewood	90008, 90009, 90024, 90025, 90034, 90035, 90038, 90043, 90044, 90045, 90046, 90047, 90048, 90049, 90056, 90064, 90066, 90067, 90069, 90073, 90077, 90080, 90081, 90082, 90083, 90094, 90095, 90209, 90210, 90211, 90212, 90213, 90230, 90231, 90232, 90233, 90245, 90248, 90249, 90250, 90251, 90254, 90260, 90261, 90263, 90264, 90265, 90266, 90267, 90272, 90274, 90275, 90277, 90278, 90290, 90291, 90292, 90293, 90294, 90295, 90296, 90301, 90302, 90303, 90304, 90305, 90306, 90307, 90308, 90309, 90310, 90311, 90312, 90313, 90397, 90398, 90401, 90402, 90403, 90404, 90405, 90406, 90407, 90408, 90409, 90410, 90411, 90501, 90503, 90504, 90505, 90506, 90507, 90508, 90509, 90510, 91301	Small Claims
5 Van Nuys	91040, 91041, 91042, 91043, 91301, 91302, 91303, 91304, 91305, 91306, 91307, 91308, 91309, 91310, 91311, 91312, 91313, 91316, 91321, 91322, 91324, 91325, 91326, 91327, 91328, 91329, 91330, 91331, 91332, 91333, 91334, 91335, 91337, 91340, 91341, 91342, 91343, 91344, 91345, 91346, 91350, 91351, 91352, 91353, 91354, 91355, 91356, 91357, 91363, 91364, 91365, 91366, 91367, 91371, 91372, 91376, 91380, 91381, 91382, 91383, 91384, 91385, 91386, 91387, 91388, 91390, 91392, 91393, 91394, 91395, 91396, 91399, 91401, 91402, 91403, 91404, 91405, 91406, 91407, 91408, 91409, 91410, 91411, 91412, 91413, 91416, 91423, 91426, 91436, 91470, 91482, 91495, 91496, 91497, 91499, 91601, 91602, 91603, 91604, 91605, 91606, 91607, 91608, 91610, 91611, 91612, 91614, 91615, 91616, 91617, 91618, 93243, 93532	Small Claims Civil Harassment
6 Compton	90220, 90221, 90222, 90223, 90224	Civil Harassment

7 Long Beach	90001, 90002, 90023, 90040, 90058, 90061, 90096, 90103, 90201, 90202, 90220, 90221, 90222, 90223, 90224, 90239, 90040, 90241, 90242, 90247, 90248, 90249, 90254, 90255, 90260, 90262, 90266, 90267, 90270, 90274, 90275, 90277, 90278, 90280, 90501, 90502, 90503, 90504, 90505, 90506, 90507, 90508, 90509, 90510, 90601, 90602, 90603, 90604, 90605, 90606, 90607, 90608, 90609, 90610, 90612, 90631, 90637, 90638, 90639, 90650, 90651, 90652, 90659, 90660, 90661, 90662, 90665, 90670, 90671, 90701, 90702, 90703, 90706, 90707, 90710, 90711, 90712, 90713, 90714, 90715, 90716, 90717, 90723, 90731, 90732, 90733, 90734, 90744, 90745, 90746, 90747, 90748, 90749, 90755, 90801, 90802, 90803, 90804, 90805, 90806, 90807, 90808, 90809, 90810, 90813, 90814, 90815, 90822, 90831, 90832, 90833, 90834, 90835, 90840, 90842, 90844, 90845, 90846, 90847, 90848, 90853, 90888, 90899, 91745	Civil Harassment Unlawful Detainer
Hubs	Zip Codes	Types of Cases
8 Norwalk	90650, 90651, 90652, 90659	Civil Harassment
9 Pasadena	90063, 90601, 91001, 91002, 91003, 91006, 91007, 91009, 91010, 91011, 91012, 91016, 91017, 91020, 91021, 91023, 91024, 91025, 91030, 91031, 91040, 91041, 91042, 91043, 91046, 91050, 91051, 91066, 91077, 91101, 91102, 91103, 91104, 91105, 91106, 91107, 91108, 91109, 91110, 91114, 91115, 91116, 91117, 91118, 91123, 91124, 91125, 91126, 91129, 91131, 91175, 91182, 91184, 91185, 91186, 91187, 91189, 91191, 91201, 91202, 91203, 91204, 91205, 91206, 91207, 91208, 91209, 91210, 91214, 91221, 91222, 91224, 91225, 91226, 91310, 91311, 91312, 91313, 91321, 91322, 91324, 91325, 91326, 91327, 91328, 91329, 91330, 91331, 91332, 91333, 91334, 91340, 91341, 91342, 91343, 91344, 91345, 91346, 91350, 91351, 91352, 91353, 91354, 91355, 91380, 91381, 91382, 91383, 91384, 91385, 91386, 91387, 91390, 91392, 91393, 91394, 91395, 91501, 91502, 91503, 91504, 91505, 91506, 91507, 91508, 91510, 91521, 91522, 91523, 91526, 91702, 91706, 91711, 91714, 91715, 91716, 91722, 91723, 91724, 91731, 91732, 91733, 91734, 91735, 91740, 91741, 91744, 91745, 91746, 91747, 91748, 91749, 91750, 91754, 91755, 91756, 91759, 91765, 91766, 91767, 91768, 91769, 91770, 91771, 91772, 91773, 91775, 91776, 91778, 91780, 91788, 91789, 91790, 91791, 91792, 91793, 91795, 91797, 91799, 91801, 91802, 91803, 91804, 91841, 91896, 91899, 92823, 93243, 93532, 93536	Civil Harassment Unlawful Detainer
10 Pomona	91766, 91767, 91768, 91769, 91799	Civil Harassment
11 San Fernando	91340, 91341, 91342	Civil Harassment

Hubs	Zip Codes	Types of Cases
12 Santa Monica	90008, 90009, 90024, 90025, 90038, 90043, 90044, 90045, 90046, 90047, 90048, 90049, 90050, 90051, 90052, 90053, 90054, 90055, 90056, 90064, 90066, 90067, 90069, 90073, 90077, 90080, 90081, 90083, 90094, 90095, 90209, 90210, 90211, 90212, 90213, 90230, 90231, 90232, 90233, 90245, 90250, 90251, 90261, 90263, 90264, 90265, 90272, 90290, 90291, 90292, 90293, 90294, 90295, 90296, 90301, 90302, 90304, 90305, 90306, 90307, 90308, 90309, 90310, 90311, 90312, 90313, 90397, 90398, 90401, 90402, 90403, 90404, 90405, 90406, 90407, 90408, 90409, 90410, 90411, 91301, 91302, 91303, 91304, 91305, 91306, 91307, 91308, 91309, 91316, 91335, 91337, 91356, 91357, 91363, 91364, 91365, 91366, 91367, 91371, 91372, 91376, 91388, 91396, 91399, 91401, 91402, 91403, 91404, 91405, 91406, 91407, 91408, 91409, 91410, 91411, 91412, 91413, 91416, 91423, 91426, 91436, 91470, 91482, 91495, 91496, 91497, 91499, 91601, 91602, 91603, 91604, 91605, 91606, 91607, 91608, 91609, 91610, 91611, 91612, 91614, 91615, 91616, 91617, 91618	Civil Harassment Unlawful Detainer
13 Torrance	90501, 90503, 90504, 90505, 90507, 90508, 90509, 90510	Civil Harassment
14 Antelope Valley	91350, 91390, 92397, 93510, 93519, 93523, 93532, 93534, 93535, 93536, 93539, 93543, 93544, 93550, 93551, 93552, 93553, 93563, 93584, 93585, 93586, 93590, 93591, 93599	Small Claims Civil Harassment Unlawful Detainer

Information Statement (Sample)

The goal of this *(insert process type here, i.e. Conciliation, Mediation, or Arbitration)* is to help you and the other person(s) reach an agreement or understanding on the issue or issues.

The communication between you and the other person(s) will be assisted by someone called a neutral. The neutral has been trained to provide Dispute Resolution Services. The neutral will try to help you and the other person(s) overcome stumbling blocks, lessen tension, better understanding each other's views, and have a productive communication.

The neutral will not provide advice, opinions, legal advice, make any decisions, provide judgment, conduct research, or take sides.

You can have the right to counsel. Your counsel may not *(insert specific counsel participation rules if any)*.

You have the right to call and question witnesses that may help resolve the dispute.

Any agreement made as a result of this *(insert process here)* will not be admissible and/or enforceable in court unless all Disputants agree to make it admissible and/or enforceable.

If you have any issues or concerns about any aspect of this process and/or services, contact *(insert name and telephone number of appropriate person at your organization under the requirements in Statement of Work)*.

Mediation Week Award Nominations Form

The following are questions contractors may want to answer when submitting nominations:

Outstanding Case Award

What type of case was it and what were some of the issues involved?
How many parties, individuals, and/or organizations were involved?
Who were the parties and what was their relationship? (Can change identifying information)
How long had the dispute been in existence?
What other means had been attempted to resolve the dispute?
How and/or why did the parties decide to access the contractor services?
Who was the neutral(s) on the case?
How long did the mediation/conciliation last (e.g. hours and or # of sessions)?
What aspects of the dispute made it particularly challenging?
What made the dispute and how it was mediated/conciliated unique and/or particularly worthy of highlighting?
What type of feedback was provided by the disputants regarding the process and the neutral?
What is the current status of the parties' satisfaction and relationship after the mediation/conciliation?
What is the current status of the agreement? Did both parties adhere to it?

The William C. Hobbs Award for Outstanding Adult Volunteer

How long has the individual volunteered for the program?
How many hours have they volunteered?
How many mediations/conciliations have they conducted?
For what types of disputes have they served as a neutral?
Do they volunteer for the program in any other way (e.g. outreach, serving on a board, training)?
What makes this individual special or unique among your volunteers?
What special qualities and/or skills do they have that strengthens the program?
How have disputants felt about them?
How does staff feel about them?
In what other ways have they benefited the program?
How do they demonstrate the spirit of volunteerism?

Outstanding Youth Volunteer Award

How long has the individual volunteered for the program?
How many hours have they volunteered?
How many mediations/conciliations have they conducted?
For what types of disputes have they served as a neutral?
Do they volunteer for the program in any other way (e.g. outreach, serving on a board, and training)?
What makes this individual special or unique among your volunteers?
What special qualities and/or skills do they have that strengthens the program?
How have disputants felt about them?
How does staff feel about them?
In what other ways have they benefited the program?

How do they demonstrate the spirit of volunteerism?

Outstanding Project Award

What is the project, its mission, and how does it operate?

How has the project benefited the program in terms of any of the following: (1) Serving more individuals (2) Increasing the quality of the service (3) Increasing access to the services?

How was the project's mission/goal evaluated or measured?

Who were the personnel involved in the project?

How much time did the project take in terms of manpower hours and/or calendar days/months?

Outstanding Staff Award (optional award-may not be awarded every year)

Staff is expected to perform the daily duties for your program. It is important that the nomination is not a just a list of duties that are performed as part of your program. What is "above and beyond the call of duty" and exemplary should be featured.



**Community and Senior Services
Dispute Resolution Program
Outreach Activity Form 20____ (Year)**

[illegible]



**Community and Senior Services
Dispute Resolution Program
Monthly Activity Report
Summary**



Contractor: _____ Fiscal Year: _____ Month: _____

PART A. DISPUTE RESOLUTION ACTIVITY SUMMARY		
1. Program Inquiries		
Sources (How they heard about DRP)		
	Agency Website	
	Attorney(s)	
	County Bar Association	
	Courts	
	Government/Public Organization or Agency	
	Law Enforcement Agency	
	Poster/Advertisement	
	Presentation/Speaker	
	Private or Non-Profit Organization	
	Prosecutorial Office	
	Schools	
	Self-Referral	
	Small Claims Advisory	
	Private Individual	
	Other	
	Unknown/Declined to State	
2. Cases Opened		
3. Cases Resolved		
Types of Resolution Services		
	Conciliation	
	Mediation	
	Arbitration	
4. % of DRP Services Provided by Volunteers		
5. Follow-up Surveys Sent to Disputants		
6. Staff/Volunteers Completing 25 Hour DRPA Training		
7. Volunteers Completing at least 4 Hours of Continuing Education		
8. Marketing/Outreach Events and Activities		
	Numbers of People Reached with Marketing/Outreach	



**Community and Senior Services
Dispute Resolution Program
Monthly Activity Report
Resolved Cases**



PART B. DETAILS OF RESOLVED CASES							
1. Types of Cases							
Community							
Youth							
Court	-						
Small Claims							
Limited Jurisdiction							
Unlawful Detainer							
Civil Harassment							
Other							
Total	-						
2. Types of Disputes		Possibly Hate- Motivated	Types of Bias, Hatred, or Prejudice				
			Race/Ethnicity/ National Origin	Sexual Orientation	Religion	Gender	Disability
Business-Business							
Consumer-Merchant							
Victim-Offender							
Family/Domestic							
Government/Public Agency							
Landlord-Tenant							
Neighbor-Neighbor							
Organizations							
Personal Injury/Property Damage							
Students							
Workplace-Related							
Other							
Total	-	-	-	-	-	-	-



**Community and Senior Services
Dispute Resolution Program
Monthly Activity Report
Opened Cases (Detail)**



PART C. OPENED CASES (DETAIL)	
1. Disputant Description	
Self Representing:	
Business	
Individual/Self	
Insurance Company	
Other	
Attorney Representing:	
Business	
Government Entity	
Individual/Self	
Insurance Company	
Other	
Total	-
2. Disputant Frequency	
First Time Client	
Repeat Client	
Declined to State	
Total	-
3. Self-Identified Gender	
Male	
Female	
Other	
Declined to State	
N/A (businesses, organizations, etc.)	
Total	-
4. Self-Identified Age	
17 and Under	
18-39	
40-64	
65 and over	
Declined to State	
N/A (businesses, organizations, etc.)	
Total	-



**Community and Senior Services
Dispute Resolution Program
Monthly Activity Report
Opened Cases (Detail)**



5. Self-Identified Ethnicity	
American Indian/Native Alaskan	
Asian/Pacific Islander	
Black - African American	
Hispanic/Latino	
White	
Multiple Ethnicities/Races	
Other	
Declined to State	
N/A (businesses, organizations, etc.)	
Total	-
6. Self-Identified Primary Language	
Armenian	
Cambodian	
English	
Farsi	
Korean	
Mandarin/Cantonese/Taiwanese	
Russian	
Spanish	
Tagalog	
Vietnamese	
Other	
Declined to State	
N/A (businesses, organizations, etc.)	
Total	-
7. Self-Identified Annual Household/Business Income	
\$20,000 or less	
\$20,001-\$30,000	
\$30,001-\$50,000	
\$50,001 and Over	
Declined to State	
N/A (businesses, organizations, etc.)	
Total	-
8. Self-Identified Disability Status* <i>(participants must self-indentify; inquiring outside of self-indentification may violate certain laws)</i>	
Yes	
No	
Declined to State	
N/A (businesses, organizations, etc.)	
Total	-
9. Self-Identified Homeless Status	
Yes	
No	
Declined to State	
N/A (businesses, organizations, etc.)	
Total	-

[illegible]

[illegible]

[illegible]

[illegible]

**PARTICIPANT FOLLOW-UP SURVEY
REQUIRED QUESTIONS AND ANSWERS FORMAT****1. How would you rate the overall services received?**

Excellent Good Fair Poor Very Poor Other (describe)

2. How would you rate the fairness of the process used?Extremely Fair
(describe) Very Fair Fair Unfair Very Unfair Other**3. How willing are you to use the services again?**

Extremely Willing Very Willing Willing Unwilling Very Unwilling Other (describe)

4. How willing are you to recommend the services to others?

Extremely Willing Very Willing Willing Unwilling Very Unwilling Other (describe)

Answer the Following Questions Only if There Was An Agreement**1. How would you rate the fairness of the agreement?**Extremely Fair
(describe) Very Fair Fair Unfair Very Unfair Other**2. How would you rate the adequacy of the agreement?**Extremely Adequate Very Adequate Adequate Inadequate Very
Inadequate Other (describe)**3. Did you have difficulty in carrying out your part of the agreement?**

Yes, a lot Yes, some No, none at all Not so far It's too early to tell

4. Did you have any difficulty with the other disputant(s) carrying out their part of the agreement?

Yes, a lot Yes, some No, none at all Not so far It's too early to tell

**Los Angeles County Department of Community and Senior Services
Dispute Resolution Program
Participant Follow-Up Survey Annual Results Form and Instructions**

Within three months of the end of each fiscal year, Contractor shall compile the results of all the follow-up surveys completed by Participants who participated in a dispute resolution service that year and submit this report to the DRP Coordinator. All contracts provisions relating to the Follow-Up Surveys, as detailed in the Statement of Work, shall be followed. Contractors that are funded for more than one component (Community, Day of Hearing, and Victim-offender) must submit a separate report for each funded component. Surveys in which Participants answered some but not all of the questions should be included in this report. Contractor shall also submit copies of all surveys in which Participants wrote comments or all such comments should be compiled and submitted in a separate document, indicating which question to which each comments was provided.

DRP Follow-Up Survey Results FY		Resolved Cases		Unresolved Cases		Total Cases	
Question	Answer	# Replies	%	# Replies	%	# Replies	%
Overall Service	Excellent						
	Good						
	Fair						
	Poor						
	Very Poor						
	Other						
Total			100%		100%		100%
Fairness of the Process Used	Extremely Fair						
	Very Fair						
	Fair						
	Unfair						
	Very Unfair						
	Other						
Total			100%		100%		100%
Willingness to Utilize the Services Again	Extremely Willing						
	Very Willing						
	Willing						
	Unwilling						
	Very Unwilling						
	Other						
Total			100%		100%		100%
Willingness to Recommend the Services to Others	Extremely Willing						
	Very Willing						
	Willing						
	Unwilling						
	Very Unwilling						
	Other						
Total			100%		100%		100%
DRP Follow-Up Survey Results FY		Resolved Cases		Unresolved Cases		Total Cases	
Question	Answer	# Replies	%	# Replies	%	# Replies	%
Fairness of the Agreement	Extremely Fair						
	Very Fair						
	Fair						

	Unfair						
	Very Unfair						
	Other						
Total			100%		100%		100%
Adequacy of the Agreement	Extremely Adequate						
	Very Adequate						
	Adequate						
	Inadequate						
	Very Inadequate						
	Other						
Total			100%		100%		100%
Difficulties in Carrying Out Your Part of the Agreement	Yes, A lot						
	Yes, Some						
	No, None						
	Not So Far						
	Too Early to Tell						
Total			100%		100%		100%
Difficulties with Other Participant Carrying Out Their Part of the Agreement	Yes, A lot						
	Yes, Some						
	No, None						
	Not So Far						
	Too Early to Tell						
Total			100%		100%		100%

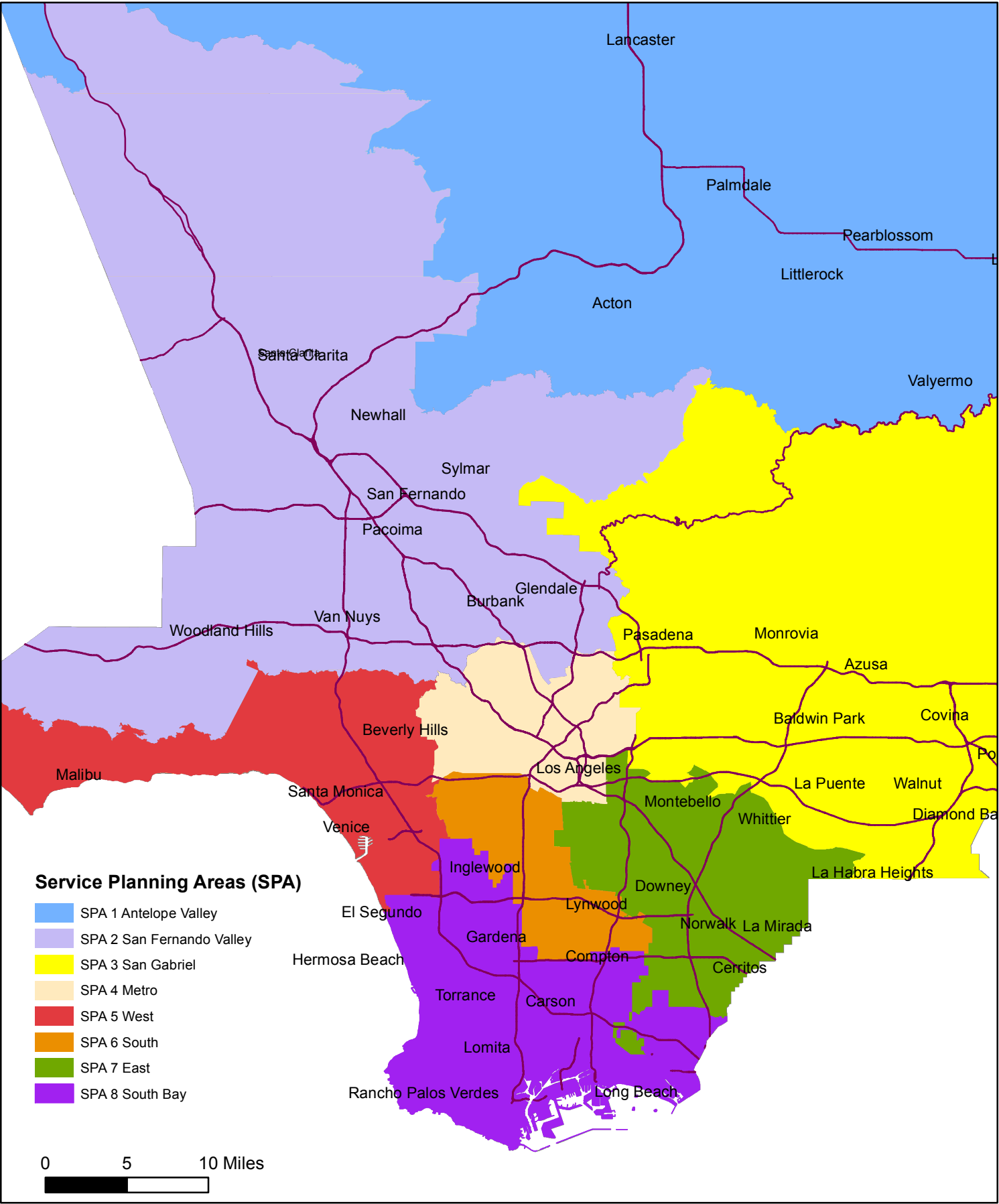
Return Rate		
A. # of Cases Initiated in Fiscal Year		
B. # Total Participants in Those Cases Initiated		
C. # Surveys Completed By Those Participants		
Percent Return Rate *		

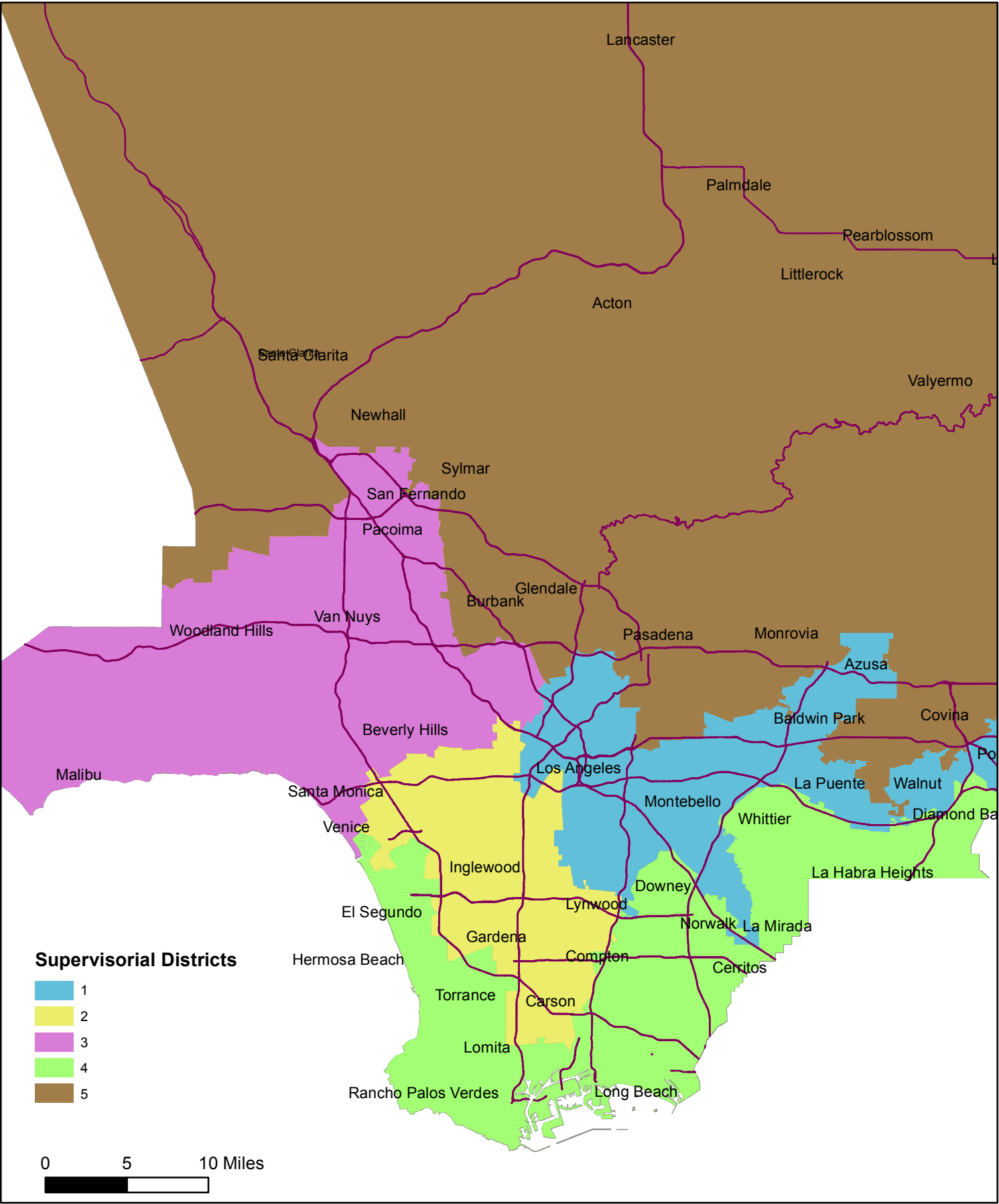
* (100 divided by B) times C

Contractor

Authorized Signature

FY Reporting





COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
BUDGET SUMMARY

AGENCY NAME: _____ CONTRACT #: _____
ADDRESS: _____ AMENDMENT #: _____
CONTACT NAME: _____ CONTACT PHONE: _____

SERVICE CATEGORY: COMMUNITY

A. FUNDING SUMMARY

PROGRAM FUNDING AMOUNT			
PROGRAM FUNDING	CONTRACTOR MATCH		GRAND TOTAL
	CASH	IN-KIND	
\$ -	\$ -	\$ -	\$ -

B. PERSONNEL COSTS & NON-PERSONNEL COSTS

LINE ITEM EXPENDITURES				
LINE ITEM	PROGRAM FUNDING	CONTRACTOR MATCH		GRAND TOTAL
		CASH	IN-KIND	
Staff Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Staff Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Non-Personnel Costs	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -

C. OTHER BUDGET COSTS

LINE ITEM EXPENDITURES				
LINE ITEM	PROGRAM FUNDING	CONTRACTOR MATCH		GRAND TOTAL
		CASH	IN-KIND	
Subcontractors Cost	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
LINE ITEM DETAIL**

Exhibit B (C)
Page 2 of 3

AGENCY NAME: _____

CONTRACT #: _____

AMENDMENT #: _____

SERVICE CATEGORY: COMMUNITY

LINE ITEM EXPENDITURES				
	Program Funding	Contractor Matching Share		GRAND
		Cash	In-kind	TOTAL
	(A) *	(B)*	(C) *	(SUM A+B+C)*
PERSONNEL COSTS				
Staff Salaries & Wages				\$ -
Staff Fringe Benefits				\$ -
Sub-Total Personnel Costs	\$ -	\$ -	\$ -	\$ -

	Program Funding	Contractor Matching Share		GRAND TOTAL
		Cash	In-kind	
	(A) *	(B)*	(C) *	(SUM A+B+C)*
NON-PERSONNEL COSTS				
Facility Rent				\$ -
Utilities (Telephone, Gas, Electricity, Water)				\$ -
Janitorial Services				\$ -
Maintenance Repairs				\$ -
Equipment Purchase/Lease ¹				\$ -
Office Supplies				\$ -
Training Materials				\$ -
Consumable Supplies				\$ -
Advertisement				\$ -
Print / Reproduction				\$ -
Professional Services/Consultants ²				\$ -
Subcontractors ¹				\$ -
Audit				\$ -
Travel				\$ -
Meeting/Conferences				\$ -
Insurance:				\$ -
A) Liability/Automobile				\$ -
B) Building				\$ -
Staff Training/Workshops/TA				\$ -
Other				\$ -
Sub-Total Non-Personnel Costs:	\$ -	\$ -	\$ -	\$ -

Notes:

- ¹ Equipment purchase/lease agreements require prior County approval
- ² Professional Services/Consultant/Subcontractors require prior County approval
- ³ Travel is limited to (2) two staff and requires prior County approval

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

Exhibit B (C)
Page 3 of 3

FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
LINE ITEM DETAIL

AGENCY NAME: _____

CONTRACT #: _____
AMENDMENT #: _____

SERVICE CATEGORY: _____ COMMUNITY

SUBCONTRACTORS COSTS	Program Funding	Contractor Matching Share		GRAND
		Cash	In-kind	TOTAL
	(A) *	(B)*	(C) *	(SUM A+B+C)*
				\$ -
				\$ -
Sub-Total Subcontractors Costs	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

Notes:

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
BUDGET SUMMARY

AGENCY NAME: _____ CONTRACT #: _____
ADDRESS: _____ AMENDMENT #: _____
CONTACT NAME: _____ CONTACT PHONE: _____

SERVICE CATEGORY: DAY OF HEARING

A. FUNDING SUMMARY

PROGRAM FUNDING AMOUNT			
PROGRAM FUNDING	CONTRACTOR MATCH		GRAND TOTAL
	CASH	IN-KIND	
\$ -	\$ -	\$ -	\$ -

B. PERSONNEL COSTS & NON-PERSONNEL COSTS

LINE ITEM EXPENDITURES				
LINE ITEM	PROGRAM FUNDING	CONTRACTOR MATCH		GRAND TOTAL
		CASH	IN-KIND	
Staff Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Staff Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Non-Personnel Costs	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -

C. OTHER BUDGET COSTS

LINE ITEM EXPENDITURES				
LINE ITEM	PROGRAM FUNDING	CONTRACTOR MATCH		GRAND TOTAL
		CASH	IN-KIND	
Subcontractors Cost	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
LINE ITEM DETAIL**

Exhibit B (D)
Page 2 of 3

AGENCY NAME: _____

CONTRACT #: _____

AMENDMENT #: _____

SERVICE CATEGORY: DAY OF HEARING

LINE ITEM EXPENDITURES				
	Program Funding	Contractor Matching Share		GRAND
		Cash	In-kind	TOTAL
	(A) *	(B)*	(C) *	(SUM A+B+C)*
PERSONNEL COSTS				
Staff Salaries & Wages				\$ -
Staff Fringe Benefits				\$ -
Sub-Total Personnel Costs	\$ -	\$ -	\$ -	\$ -

	Program Funding	Contractor Matching Share		GRAND TOTAL
		Cash	In-kind	
	(A) *	(B)*	(C) *	(SUM A+B+C)*
NON-PERSONNEL COSTS				
Facility Rent				\$ -
Utilities (Telephone, Gas, Electricity, Water)				\$ -
Janitorial Services				\$ -
Maintenance Repairs				\$ -
Equipment Purchase/Lease ¹				\$ -
Office Supplies				\$ -
Training Materials				\$ -
Consumable Supplies				\$ -
Advertisement				\$ -
Print / Reproduction				\$ -
Professional Services/Consultants ²				\$ -
Subcontractors ¹				\$ -
Audit				\$ -
Travel				\$ -
Meeting/Conferences				\$ -
Insurance:				\$ -
A) Liability/Automobile				\$ -
B) Building				\$ -
Staff Training/Workshops/TA				\$ -
Other				\$ -
Sub-Total Non-Personnel Costs:	\$ -	\$ -	\$ -	\$ -

Notes:

- ¹ Equipment purchase/lease agreements require prior County approval
- ² Professional Services/Consultant/Subcontractors require prior County approval
- ³ Travel is limited to (2) two staff and requires prior County approval

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

Exhibit B (D)
Page 3 of 3

**FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
LINE ITEM DETAIL**

AGENCY NAME: _____

CONTRACT #: _____
AMENDMENT #: _____

SERVICE CATEGORY: _____ DAY OF HEARING

SUBCONTRACTORS COSTS	Program Funding	Contractor Matching Share		GRAND
		Cash	In-kind	TOTAL
	(A) *	(B)*	(C) *	(SUM A+B+C)*
				\$ -
				\$ -
Sub-Total Subcontractors Costs	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

Notes:

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
BUDGET SUMMARY

AGENCY NAME: _____ CONTRACT #: _____
ADDRESS: _____ AMENDMENT #: _____
CONTACT NAME: _____ CONTACT PHONE: _____

SERVICE CATEGORY: VICTIM-OFFENDER

A. FUNDING SUMMARY

PROGRAM FUNDING AMOUNT			
PROGRAM FUNDING	CONTRACTOR MATCH		GRAND TOTAL
	CASH	IN-KIND	
\$ -	\$ -	\$ -	\$ -

B. PERSONNEL COSTS & NON-PERSONNEL COSTS

LINE ITEM EXPENDITURES				
LINE ITEM	PROGRAM FUNDING	CONTRACTOR MATCH		GRAND TOTAL
		CASH	IN-KIND	
Staff Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Staff Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Non-Personnel Costs	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -

C. OTHER BUDGET COSTS

LINE ITEM EXPENDITURES				
LINE ITEM	PROGRAM FUNDING	CONTRACTOR MATCH		GRAND TOTAL
		CASH	IN-KIND	
Subcontractors Cost	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
LINE ITEM DETAIL**

Exhibit B (VO)
Page 2 of 3

AGENCY NAME: _____

CONTRACT #: _____

AMENDMENT #: _____

SERVICE CATEGORY: VICTIM-OFFENDER

LINE ITEM EXPENDITURES				
	Program Funding	Contractor Matching Share		GRAND
		Cash	In-kind	TOTAL
	(A) *	(B)*	(C) *	(SUM A+B+C)*
PERSONNEL COSTS				
Staff Salaries & Wages				\$ -
Staff Fringe Benefits				\$ -
Sub-Total Personnel Costs	\$ -	\$ -	\$ -	\$ -

	Program Funding	Contractor Matching Share		GRAND TOTAL
		Cash	In-kind	
	(A) *	(B)*	(C) *	(SUM A+B+C)*
NON-PERSONNEL COSTS				
Facility Rent				\$ -
Utilities (Telephone, Gas, Electricity, Water)				\$ -
Janitorial Services				\$ -
Maintenance Repairs				\$ -
Equipment Purchase/Lease ¹				\$ -
Office Supplies				\$ -
Training Materials				\$ -
Consumable Supplies				\$ -
Advertisement				\$ -
Print / Reproduction				\$ -
Professional Services/Consultants ²				\$ -
Subcontractors ¹				\$ -
Audit				\$ -
Travel				\$ -
Meeting/Conferences				\$ -
Insurance:				\$ -
A) Liability/Automobile				\$ -
B) Building				\$ -
Staff Training/Workshops/TA				\$ -
Other				\$ -
Sub-Total Non-Personnel Costs:	\$ -	\$ -	\$ -	\$ -

Notes:

- ¹ Equipment purchase/lease agreements require prior County approval
- ² Professional Services/Consultant/Subcontractors require prior County approval
- ³ Travel is limited to (2) two staff and requires prior County approval

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

Exhibit B (VO)
Page 3 of 3

**FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
LINE ITEM DETAIL**

AGENCY NAME: _____

CONTRACT #: _____
AMENDMENT #: _____

SERVICE CATEGORY: VICTIM-OFFENDER

SUBCONTRACTORS COSTS	Program Funding	Contractor Matching Share		GRAND
		Cash	In-kind	TOTAL
	(A) *	(B)*	(C) *	(SUM A+B+C)*
				\$ -
				\$ -
Sub-Total Subcontractors Costs	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

Notes:

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

**FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
MANDATED PROGRAM SERVICES**

AGENCY NAME: _____
ADDRESS: _____
CONTACT NAME: _____

CONTRACT #: _____
AMENDMENT #: _____
CONTACT PHONE: _____

SERVICE CATEGORY: COMMUNITY SERVICES

CASES INITIATED

MONTH											
JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
0	0	0	0	0	0	0	0	0	0	0	0

CASES RESOLVED

MONTH											
JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
0	0	0	0	0	0	0	0	0	0	0	0

50% OF CASES INITIATED MUST BE RESOLVED AT THE END OF EACH FISCAL YEAR

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

**FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
MANDATED PROGRAM SERVICES**

AGENCY NAME: _____
ADDRESS: _____
CONTACT NAME: _____

CONTRACT #: _____
AMENDMENT #: _____
CONTACT PHONE: _____

SERVICE CATEGORY: DAY OF HEARING

CASES INITIATED

MONTH											
JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
0	0	0	0	0	0	0	0	0	0	0	0

CASES RESOLVED

MONTH											
JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
0	0	0	0	0	0	0	0	0	0	0	0

50% OF CASES INITIATED MUST BE RESOLVED AT THE END OF EACH FISCAL YEAR

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

**FY 14-15 DISPUTE RESOLUTION PROGRAM BUDGET
MANDATED PROGRAM SERVICES**

AGENCY NAME: _____
ADDRESS: _____
CONTACT NAME: _____

CONTRACT #: _____
AMENDMENT #: _____
CONTACT PHONE: _____

SERVICE CATEGORY: VICTIM-OFFENDER

CASES INITIATED

MONTH											
JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
0	0	0	0	0	0	0	0	0	0	0	0

CASES RESOLVED

MONTH											
JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
0	0	0	0	0	0	0	0	0	0	0	0

50% OF CASES INITIATED MUST BE RESOLVED AT THE END OF EACH FISCAL YEAR

EXHIBIT D
(CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION)

Contractor's Name

Contract Number

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Los Angeles County Code Section 4.32.010, Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its workforce. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Name of Authorized Representative (Print)

Signature

Title of Authorized Representative (Print)

Date

EXHIBIT E
(COUNTY'S ADMINISTRATION)

FISCAL YEAR: 2014/15

COUNTY'S DEPARTMENT HEAD

Name: Ms. Cynthia D. Banks
Title: Director
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 637-0798
E-Mail Address: cbanks@css.lacounty.gov

COUNTY'S CONTRACT MANAGER

Name: Ms. Carol Domingo
Title: Program Manager
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 639-6339
E-Mail Address: cdomingo@css.lacounty.gov

COUNTY'S PROGRAM MANAGER

Name: Mr. Robin Toma
Title: Assistant Director
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 639-6089
E-Mail Address: rtoma@css.lacounty.gov

COUNTY'S COMPLIANCE MANAGER

Name: Ms. Jackie Lynn Sakane
Title: Program Manager
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 739-7321
E-Mail Address: jsakane@css.lacounty.gov

EXHIBIT F
(CONTRACTOR'S ADMINISTRATION)

CONTRACTOR'S NAME:

CONTRACT NUMBER:

FISCAL YEAR:

CONTRACT SERVICES:

CONTRACTOR'S PROJECT DIRECTOR

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S AUTHORIZED REPRESENTATIVE(S)

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

EXHIBIT G

(CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)

GENERAL INFORMATION:

As referenced herein, Contractor has entered into Contract with County to provide Services to the County of Los Angeles. County requires Contractor to adhere to the requirements outlined in Paragraph 7.5 (Confidentiality) of this Contract, this Exhibit G and Exhibit P (Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (Business Associate Agreement)), as a condition of the Work to be provided by Contractor under this Contract. By signing herein, Contractor certifies that Contractor and Contractor's Staff (defined below) shall adhere to these requirements.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that Contractor employees, volunteers, consultants, outsourced vendors and independent contractors, (collectively "Contractor's Staff" as used herein) that provide Services under this Contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff rely exclusively upon Contractor for any payment of salaries and all other benefits payable by virtue of Contractor Staff's performance of Work under this Contract.

Contractor understands and agrees that Contractor and Contractor's Staff are not employees of County for any purpose whatsoever. Contractor and Contractor's Staff do not have and will not acquire any rights or benefits of any kind from County by virtue of Contractor's performance of Work under this Contract. Contractor understands and agrees that neither Contractor nor Contractor's Staff will acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

CONFIDENTIALITY AGREEMENT:

Access and Security to Confidential/Protected Information

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County of Los Angeles. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff shall protect the confidentiality of such data and information when it is involved in County Work.

Contractor and Contractor's Staff agree to keep all of the following confidential and protect them against disclosure: health, criminal, and welfare recipient records; data and information pertaining to persons and/or entities receiving services from the County of Los Angeles; design concepts; algorithms; programs; formats; documentation; Contractor's proprietary information; proprietary information supplied by other County vendors that is provided to Contractor or Contractor's Staff

EXHIBIT H
(CONTRACTOR EMPLOYEE JURY SERVICE)

Los Angeles County Code
Title 2 (Administration)
Chapter 2.203.010 through 2.203.090
Contractor Employee Jury Service

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

EXHIBIT I
(SAFELY SURRENDERED BABY LAW FACT SHEET)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

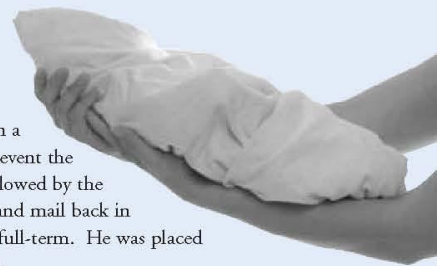
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J DEFINITIONS

All definitions are listed in alphabetical order:

- **Arbitration:** A voluntary hearing in which a neutral person receives spoken and/or written evidence from the Disputants and any witnesses, and renders a decision that may be binding or non-binding depending on the consent of the Disputants. Arbitration is an acceptable type of resolution process for Community disputes.
- **Authorized Representative:** The individual who has been given written authorization through a resolution, order or motion from Contractor's governing body to act on behalf of Contractor and bind the Contractor to the Contract.
- **Budget:** The document that sets forth the revenues to be received by Contractor and costs to be expended by Contractor for providing the services outlined in the Contract, segregating direct and indirect Costs for the work to be provided by the Contractor.
- **Case Initiated:** The process when all parties agree to participate in the Dispute Resolution Program and the mediation process begins.
- **Case Open:** The process when a Disputant wants to requests the participation of the other partie(s).
- **Case Resolved:** The process in which all parties in a dispute have agreed on at least one (1) of the contested issues to the mutual satisfaction of all parties.
- **Client:** The individual who meets the eligibility requirements which are defined in Exhibit A (Statement of Work); this individual shall receive Services provided by the Contractor under the terms of this Contract.
- **Close-out Report:** A report due at the end of the fiscal year which documents the results of the activities performed.
- **Conciliation:** A process of independent communications between Disputants and neutral person(s). These communications may be in person, by phone, in writing, by some electronic means, or a combination of these. Conciliation is an acceptable type of resolution process for Community disputes.
- **Contract:** The agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A (Statement of Work).

EXHIBIT J DEFINITIONS

- **Contract Funds:** The monies allocated to Contractor under the terms of this Contract as reflected in Paragraph 5.0 (Contract Sum). Contract Funds may also be referred to as Program Funds or Grant Funds.
- **Contractor:** The sole proprietor, partnership, or corporation that has entered into this Contract with County to perform or execute the work covered by Exhibit A (Statement of Work).
- **Contractor's Program Administrator:** The individual designated by Contractor to be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.
- **County:** Unless otherwise specified, "County" refers to County of Los Angeles Community and Senior Services, which has entered into this Contract (including its Exhibits) with Contractor.
- **County's Compliance Manager:** The individual responsible for conducting monitoring activities, verifying Contractor's compliance with the requirements of this Contract and overseeing the delivery of Services (see below for definition of Services).
- **County's Contract Manager:** The individual responsible for providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements; making revisions which do not materially affect the terms and conditions of this Contract in accordance with Appendix A (Sample Contract) Paragraph 9.9 Modifications; and act on behalf of County with respect to approval of subcontracts and subcontractor employees working on this Contract.
- **County's Program Manager:** The individual responsible to meet with Contractor's Project Director on a regular basis; and inspect any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Contractor.
- **Disability:** For purposes of this Contract, "Disability" is defined pursuant to OAA Title I, Section 102 (13), as a disability attributable to mental (psychiatric illnesses) or physical impairment, or a combination of mental and physical impairments, that result in substantial functional limitations in one (1) or more of the following areas of major life activity:
 - a) Self-care
 - b) Receptive and expressive language
 - c) Learning

EXHIBIT J DEFINITIONS

- d) Mobility
 - e) Self-direction
 - f) Capacity for independent living
 - g) Economic self-sufficiency
 - h) Cognitive functioning
 - i) Emotional adjustment
-
- **Disputant:** A Disputant, for the purpose of this Contract, is any person who is party to a dispute for which dispute resolution services are retained in an attempt to settle a disagreement or reconcile a difference.
 - **Dispute Resolution:** Dispute resolution is the process of resolving disputes between parties.
 - **Dispute Resolution Program Act:** The California Dispute Resolution Programs Act of 1986 (“the Act” or “DRPA”) – the statutory program and funding authority for the Program.
 - **Employee:** An individual who is hired by Contractor to provide services under the requirements of the Contract.
 - **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
 - **Hub:** A central courthouse location that houses and serves variety of different case types.
 - **LACDRP:** Los Angeles County Dispute Resolution Program.
 - **Mediation:** A process of face-to-face communication, facilitated by neutral person(s), between Disputants, in which they are assisted in coming to an understanding, agreeing on a settlement, or attaining reconciliation. Mediation may include communication that is not face-to-face in support of in-person sessions. Any Mediation in which not all the Disputants and neutral(s) are in the same physical location, may be conducted via the internet, videoconferencing, or other electronic means, provided that participants may view each other’s faces and movements and communicate in real time. Mediation is an acceptable type of resolution process for Community, Day of Hearing Civil Court, and Victim-Offender disputes.
 - **Neutral:** For the purpose of this program, a neutral is a person that does not represent, advocate, nor show favoritism toward any Disputant(s) in a dispute.

EXHIBIT J DEFINITIONS

- **Outcome Measures:** Outcome measures are results oriented and look at whether the program has been effective in achieving its goals.
- **Outreach:** A contact initiated by the Contractor for the purpose of identifying potential clients, from underserved populations within each Supervisorial District served, in order to generate referrals to the Program.
- **Participant:** For the purpose of this program, a participant is any person that takes part in a dispute, directly or indirectly.
- **Performance Requirements Summary (PRS) Chart:** The Contract document which provides the minimum required services of the Contract, and summarizes the key performance indicators that will be monitored during the Contract term. Contractor shall adhere to the requirements outlined therein.

The Performance Requirements Summary Chart also lists examples of the types of documents that will be used during County's monitoring review of Contractor, as well as the standards of performance and the acceptable quality level of performance that Contractor shall meet.

- **Program:** Refers to the DRP Services and operations for which Contractor receives funds under the terms of this Contract and agrees to provide Services in accordance with relevant State and/or Federal law, regulations and guidelines during the term of this Contract.
- **SD:** Supervisorial District, as identified by the County.
- **Service(s):** The specific tasks to be provided (or the work to be performed) by Contractor under the terms of the Contract as described in Exhibit A (Statement of Work).
- **SPA:** Service Planning Area(s) identified by the County.
- **Staff:** Unless otherwise stated, refers to an individual or a group of individuals who are Contractor's Employee(s) and/or volunteers who provide services.
- **Student Disputes:** A process of face-to-face communication, facilitated by neutral person(s), between Student Disputants 17 years of age and under, in which they are assisted in coming to an understanding, agreeing on a settlement, or attaining reconciliation.
- **Subcontracting:** Written agreement between Contractor and third party agency to assign specific obligations of the Contract to third party agency

EXHIBIT J DEFINITIONS

and hold third party agency to the terms of Contract entered into by Contractor and County.

- **Supervision:** Overseeing the activities of a person.
- **Volunteer:** means an individual who provides services without pay, but may receive reimbursement for expenses. Volunteers may be part of Contractor's Staff, as defined above, but are not employees of Contractor or County.

EXHIBIT K

(CONTRACT ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)

The purpose of this Exhibit K is to establish required accounting, financial reporting, and internal control standards for Contractor.

The accounting, financial reporting and internal control standards described in this Exhibit K are minimums. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Exhibit K represents the minimum required procedures and controls that must be incorporated into Contractor's accounting and financial reporting systems. The internal control standards described herein are those that apply to Contractor's organization when it has adequate staffing. An organization with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of its staff/organization. Contractor's subcontractors must also follow these standards unless otherwise stated in this Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractor may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six (6) months of the accrual date should be recorded.

- Recorded accruals must be reversed in the subsequent accounting period.
- 1.2 If Contractor elects to use the cash basis for recording financial transactions during the Fiscal Year:
- Necessary adjustments must be made to record the accruals at the beginning and the end of the Fiscal Year.
 - All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Contract Fiscal Year to the extent goods and Services are received during that Fiscal Year.

ACCOUNTING SYSTEM

- 2.0 Contractor shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- date
- check number
- cash (credit) column
- expense account name
- description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must

contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sub-sections A.3.2 (Supporting Documentation) and B.2.4 (Credit Cards) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- County recommends that Contractor use the expense account titles on the monthly invoice submitted to the County.
- If Contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - accrual period
 - gross pay
 - itemized payroll deductions

- net pay amount
- check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

Contractor will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Contractor shall present an invoice to County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the Fiscal Year. Invoices shall be prepared in the manner prescribed by County.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of Contractor's accounting records or supporting documentation shall be immediately reported to County pursuant to the requirements outlined in Exhibit M (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), Section II, Part C (Loss, Destruction or Theft of Assets). If the allowability of expenditures cannot be determined because Contractor's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles, the expenditures will be questioned during an audit/monitoring review and may be disallowed at the sole discretion of County or its authorized agent.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained pursuant to the authorized retention period outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of Contract Funds. Unsupported disbursements will be disallowed on audit. Contractor will be required to repay County for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by an employee and approved in writing by a supervisor; time distribution records by program accounting for total work time on a daily basis for all employees; records showing actual expenditures for Social Security and unemployment insurance; State and federal quarterly tax returns; federal W-2 forms; and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – prior, written approval from County's Contract Manager for travel expenses related to providing Services under this Contract; written travel policies of Contractor; travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable County guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's

reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, Contractor shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the Client(s).

3.3 Payments to Affiliated Organizations or Persons

Contractor shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to Contractor or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Contract. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported Program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to Contractor's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on Contractor's books be cross-referenced to the supporting documentation as follows:

- invoices – vender name and date
- checks – number
- vouchers –number
- revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one (1) check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for this Contract must be utilized on allowable Contract expenditures.

5.0 Audits

Contractor will make available for inspection and audit to County representatives, upon request, during County's hours of operation, during the duration of this Contract and for the authorized retention period outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract, all of its books and records relating to the operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through County. All such books and records shall be maintained at a location within Los Angeles County.

B. INTERNAL CONTROLS

Internal controls safeguard the Contractor's assets from misappropriations, misstatements or misuse. Contractor shall prepare necessary written procedures establishing internal controls for its staff. The Contractor shall instruct all of its staff in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

All Contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2. Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one (1) day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3. Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4. Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions (bookkeeper).

Monthly bank reconciliations should be prepared within thirty (30) days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0. Disbursements

2.1. General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise authorized by County in writing.

If the bookkeeper signs checks, a second signature shall be required on the checks.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the Contractor (e.g., postage due, small purchases of office supply items, etc.). Contractor must obtain prior written approval from County's Contract Manager to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside

(external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both Contractor issued credit cards and an employee's personal credit cards used on behalf of Contractor, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in Contractor's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by Contractor management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of Contractor's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship status
- Benefit balances (e.g., sick time, vacation, etc.)

3.3 Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.4 Limitations on Positions and Salaries

Contractor shall pay no salaries higher than those authorized in this Contract, or the Exhibits thereto, including this Exhibit K, except as proscribed by State or federal law.

When this Contract is for **Workforce Investment Act Program Services**, Contractor shall adhere to Public Law 109-234, as provided by the Employment Development Department (EDD) through its issuance of a directive. Contractor shall obtain the most current version of EDD's directive on salary and bonus limitations on-line using the following website address:
http://www.edd.ca.gov/Jobs_and_Training/Active_Directives.htm.

For purposes of establishing a reasonable level of compensation for Contractor's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one contract or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than forty (40) hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one (1) contract or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Contractor will make no retroactive salary adjustment for any employee without prior written approval from County's Contract Manager.

3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Bonding – All officers, employees, and agents who handle cash or have access to Contractor's funds shall be bonded pursuant to Paragraph 8.25 (Insurance Coverage) of this Contract.

C. COST PRINCIPLES

1.0 Policy

It is the intent of County to provide funds to Contractor for the purpose of providing Services required by this Contract. Contractor shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing Services and are allowable in accordance with the applicable Office of Management and Budget (OMB) Circulars and Code of Federal Regulations (CFRs).

1.1 Use of Federal grant funds is governed by OMB Circulars, which provide specific requirements for these funds. There are six (6) OMB Circulars

which apply to grant funding; as outlined below, Contractor shall adhere to three (3) of those OMB Circulars, depending on Contractor's organization:

- **Non-Profit Organizations shall follow:**
 - Cost Principles: OMB Circular A-122 (relocated to 2 CFR 230)
 - Administrative Requirements: OMB Circular A-110 (relocated to 2 CFR 215) or 29 CFR 95
 - Audit Requirements: OMB Circular A-133
- **Non-Profit Organizations which are listed in 2 CFR 230, Appendix C, shall follow:**
 - Cost Principles: 48 CFR 31
 - Administrative Requirements: OMB Circular A-110 (relocated to 2 CFR 215) or 29 CFR 95
 - Audit Requirements: OMB Circular A-133
- **States, Local Governments and Indian Tribes shall follow:**
 - Cost Principles: OMB Circular A-87 (relocated to 2 CFR 225)
 - Administrative Requirements: OMB Circular A-102 or 29 CFR 97
 - Audit Requirements: OMB Circular A-133
- **Educational Institutions (even if part of a State or Local Government) shall follow:**
 - Cost Principles: OMB Circular A-21 (relocated to 2 CFR 220)
 - Administrative Requirements: OMB Circular A-110 (relocated to 2 CFR 215) or 29 CFR 95
 - Audit Requirements: OMB Circular A-133

- **Hospitals (both proprietary and non-profit) shall follow:**
 - Cost Principles: 45 CFR 74, Appendix E
 - Administrative Requirements: OMB Circular A-110 (relocated to 2 CFR 215) or 29 CFR 95
 - Audit Requirements: OMB Circular A-133

Contractor is responsible for obtaining the most recent version of the above referenced OMB Circulars and CFR provisions, which are available on-line at <http://www.whitehouse.gov/omb/circulars/index.html> and www.ecfr.gov, respectively.

1.2 Limitations on Expenditures of Contract Funds

Contractor shall comply with this Contract and the applicable OMB Circulars and CFRs. The Circulars and CFRs define direct and indirect costs, discuss allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically address the allowability of a variety of different costs.

If Contractor is unsure of the allowability of any particular type of cost or individual cost, Contractor should request advance written approval from County's Program Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Contract, Exhibit A (Statement of Work), this Exhibit K, OMB Circulars or CFRs shall be resolved by giving precedence as follows:

- OMB Circulars and CFRs
- Contract
- Exhibit A (Statement of Work)
- Exhibit K (Contract Accounting, Administration and Reporting Requirements)

1.3 Expenses Incurred Outside the Contract Period

Expenses charged against Contract Funds may not be incurred prior to the effective date of this Contract, or subsequent to the Contract expiration or termination date. Expenses charged against Contract Funds during any Fiscal Year period may not be incurred outside of that Fiscal Year.

1.4 Budget Limitation

Expenses may not exceed the maximum limits shown on Exhibit B (Budget).

1.5 Unspent Funds

County will determine the disposition of unspent Contract Funds upon expiration or termination of this Contract and at the end of each Fiscal Year period.

1.6 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

When Contractor provides services in addition to the Services required under this Contract, Contractor shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular and CFR, Contractor shall define its allocable costs as either direct or indirect costs (as defined in Sub-sections C.2.1 (Direct Costs) and C.2.2 (Indirect Costs) below) and allocate each cost using the basis most appropriate and feasible.

Contractor shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of Contractor's organization). Examples of direct costs include salaries and benefits of employees working on the Program, supplies and other items purchased specifically for the Program, costs related to space used by employees working on the Program, etc.

For all employees, other than those employed in general or administrative positions, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one (1) program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of Contractor's organization, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars and CFRs describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when Contractor's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when Contractor's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when Contractor's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

Negotiated Indirect Cost Rates

Contractor has the option of negotiating an indirect cost rate or rates for use on all its federal programs. Contractor must submit a Cost Allocation Plan to the federal agency providing the majority of funds to Contractor's organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If Contractor has a federally approved indirect cost rate, Contractor shall submit a copy of the approval letter to County's Compliance Manager upon request.

D. UNALLOWABLE COSTS

OMB Circulars and CFRs address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

Additionally, Contractor shall not use Contract Funds to repay disallowed costs.

E. REPORTING FRAUD, MISCONDUCT OR NON-COMPLIANCE

1.0 Contractor shall report suspected fraud (including welfare fraud), waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline. Contractor shall also report suspected fraud committed by its employees, volunteers, and any subcontractors when that fraud affects its Contract with the County. Reportable conditions of fraud include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

2.0 Failure to report the types of fraud/misconduct discussed above may be grounds for termination of this Contract as solely determined by County.

3.0 Reports can be made anonymously to the Los Angeles County Department of Auditor-Controller, Office of County Investigations as follows:

Website: www.lacountyfraud.org
E-Mail Address: Hotline@auditor.lacounty.gov
Fraud Hotline: (800) 544-6861
Fax: (213) 633-0991
Mail: Office of County Investigations
500 W. Temple St., Room 515
Los Angeles, CA 90012

4.0 User Complaint Report

4.1 County's staff shall complete the User Complaint Report (UCR) to report Contractor's non-compliance with the requirements of this Contract. Areas of Contractor's non-compliance includes, but is not limited to, the following:

- Contractor's Program Director or other staff not responding to messages/requests from County staff.
- Contractor's Project Director or other staff does not attend trainings/meetings required by County.
- Contractor staff changes without prior notification to the County.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports/documents or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in this Contract.

4.2 County's Compliance Manager shall maintain the UCR, and it will be used to evaluate Contractor's performance of the requirements of this Contract in addition to being used as the basis for placing Contractor on probation, suspending payment, suspending this Contract, terminating this Contract or any other remedies that are available in this Contract. The UCR may also be used during the solicitation process to evaluate Contractor's past performance on this Contract.

EXHIBIT L
(JOINT FUNDING REVENUE DISCLOSURE)

Contractor's Name

Contract Number

Name of Preparer (Print)

Date Prepared

List all revenue coming to Contractor (including foundation grants and donations). Use additional pages as necessary.

	Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
			Start Date	End Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL				

EXHIBIT M
(PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS FOR FIXED AND
NON-FIXED ASSETS AND SUPPLIES)

I. DEFINITIONS OF FIXED AND NON-FIXED ASSETS AND SUPPLIES

A. A Fixed Asset is an item which meets all of the following attributes:

- 1.0 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments, improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. which are not consumed/sold during the normal course of Contractor's business under this Contract and are used to carry out Contractor's operations.
- 2.0 Has a unit acquisition cost that is \$5,000 or more (e.g., four (4) identical assets, which cost \$3,000 each, totaling \$12,000 would not meet this requirement). Acquisition cost is the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired.
- 3.0 Has a normal useful life of at least one (1) year.
- 4.0 Is used to conduct business under this Contract.
- 5.0 Is either purchased with Contract Funds and/or was acquired by Contractor under a Predecessor Agreement for the same/similar purpose as this Contract. For purposes of this Contract, Predecessor Agreement shall mean a contract between County and Contractor that was executed prior to this Contract for the same/similar Program Services as this Contract.

B. A Non-Fixed Asset is an item which meets all of the following attributes:

- 1.0 Does not meet the requirements in Sub-sections I.A.1.0 – I.A.4.0, outlined above for Fixed Assets.
- 2.0 Has a unit acquisition cost that is less than \$5,000 but is at least \$500, or has a unit acquisition cost that is less than \$5,000 but is at least \$300 if it was purchased under a Predecessor Agreement for the same/similar purpose as this Contract.

- 3.0 Is either purchased with Contract Funds and/or was acquired by Contractor under a Predecessor Agreement for the same/similar purpose as this Contract.

C. Supplies are items which meet all of the following attributes:

- 1.0 Are goods, materials or other items which are consumed during the normal course of business and may include, but are not limited to, paper, pencils, printer cartridges, file folders, etc. (i.e., Supplies are items which are used in such a way that once used, they cannot be re-used or recovered afterward).
- 2.0 Have a unit acquisition cost that is less than \$500, or less than \$300 if purchased under a Predecessor Agreement for the same/similar purpose as this Contract.
- 3.0 Are necessary for Contractor to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services to Clients.
- 4.0 Are either purchased with Contract Funds and/or were acquired by Contractor under a Predecessor Agreement for the same/similar purpose as this Contract.

D. Types of Fixed and Non-Fixed Assets

- 1.0 Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.
 - 1.1 An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.
 - 1.2 Examples of Additions or Attachments include for example new rooms, new roof, or new heating, ventilation and air conditioning (HVAC) system added to an existing building, etc.
- 2.0 Improvements and Betterments are products that typically do not increase the physical size of the asset.

- 2.1 Improvements and Betterments enhance the condition of a unit (e.g., extend life, increase service capacity, and lower operating costs).
- 2.2 An Improvement or a Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.
- 2.3 Examples of Fixed Assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage and lighting systems.
- 3.0 Intangible Property can be either a Fixed or Non-Fixed Asset which lacks physical substance but gives valuable rights to the owner.
 - 3.1 The acquisition cost of the Intangible Property includes all amounts incurred to acquire and to ready the Asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the Asset.
 - 3.2 Examples of Intangible Property include, but are not limited to, patents, copyrights, leases, and computer software.
- 4.0 Hardware, which can be either a Fixed or Non-Fixed Asset, consists of tangible equipment including, but not limited to, computers, printers, terminals, etc.

II. GENERAL REQUIREMENTS FOR FIXED AND NON-FIXED ASSETS AND SUPPLIES

- A. The following requirements are applicable to Fixed and Non-Fixed Assets (collectively "Assets") and Supplies. In some areas, the requirements are only applicable to Fixed and Non-Fixed Assets; however, Contractor shall exercise due diligence for the use and maintenance of Supplies when specific requirements are not addressed.

B. Management of Assets and Supplies

- 1.0 Contractor shall exercise due care in its use, maintenance, protection and preservation of Assets and Supplies to prevent misuse or theft.
- 2.0 Contractor shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 3.0 Contractor shall use Assets and Supplies for the purpose for which they are intended under this Contract. When no longer needed for that use, Contractor shall use them as prescribed in Section X (Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), herein.
- 4.0 Contractor may share use of Assets or allow use by other programs upon written approval of County. As a condition of approval, County may require payment under this Contract for that use.

C. Loss, Destruction or Theft of Assets

- 1.0 Contractor shall promptly investigate, fully document, and report the loss, destruction or theft of Assets. Contractor shall report such loss, destruction or theft as follows:
 - 1.1 Contractor shall notify the local law enforcement agency with jurisdiction over the location of the crime by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident(s).
 - 1.2 Contractor shall notify County's Contract Manager by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Contractor shall prepare an Incident Report which shall be provided to County.
 - 1.3 Contractor's Incident Report of such loss shall contain at a minimum, the following elements:
 - 1.3.1 Identification of the Asset(s);
 - 1.3.2 Recorded value(s) of each Asset;
 - 1.3.3 Facts relating to the crime; and

1.3.4 Where appropriate, a copy of the police report.

1.4 Contractor shall retain the Incident Report pursuant to the requirements outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

2.0 Contractor agrees to indemnify County for any loss resulting from the use of any Assets.

3.0 Contractor shall assume responsibility for the replacement or repair of Assets during the period of the Program, until Contractor has complied with all written instructions from County regarding the final disposition of the Assets (as detailed in Section X (Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), herein).

III. DEPRECIATION AND CAPITALIZATION POLICY

- A. The following requirements are applicable only to Fixed and Non-Fixed Assets.
- B. Fixed and Non-Fixed Assets purchased with the Federal portion of Contract Funds and/or with Contractor's required matching contributions may not be depreciated or capitalized.
- C. Fixed and Non-Fixed Assets purchased with the non-Federal portion of Contract Funds, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Contractor's acquisition policies.

IV. TITLE TO FIXED AND NON-FIXED ASSETS

- A. The following requirements are applicable only to Fixed and Non-Fixed Assets.
- B. Unless otherwise required by Federal or State laws or regulations, or as agreed upon in writing by the parties, Fixed and Non-Fixed Assets remain the property of County until such time as County approves the final disposition of the Fixed and Non-Fixed Assets (i.e., County retains title to all Fixed and Non-Fixed Assets used in the performance of this Contract).
- C. Unless otherwise required by Federal or State laws or regulations or as agreed upon in writing by the parties, Fixed and Non-Fixed Assets purchased under a Predecessor Agreement(s) remain the property of County until such time as County approves the final

disposition of the Fixed and Non-Fixed Assets (i.e., County retains title to all Fixed and Non-Fixed Assets purchased under a Predecessor Agreement).

V. VEHICLES

- A. The following requirements are applicable only to Fixed and Non-Fixed Assets.
- B. Title to Vehicles (Fixed and Non-Fixed)
 - 1.0 County retains title to vehicles which are purchased with Contract Funds.
 - 2.0 County retains title to vehicles purchased with funds from Predecessor Agreements.
- C. Vehicles shall be registered in the name of Contractor only and shall include both vehicles which are purchased with Contract Funds, and those purchased under a Predecessor Agreement(s) and are currently in the possession of Contractor.
- D. Contractor shall provide current and adequate insurance covering all vehicle drivers pursuant to Paragraph 8.25 (Insurance Coverage) of this Contract; and each vehicle driver shall have a current, valid California driver's license.

VI. GOVERNING REGULATIONS AND POLICIES

- A. Throughout this Exhibit M, references will be made to applicable Office of Management and Budget (OMB) Circulars or applicable Code of Federal Regulations (CFRs), which shall mean that Contractor shall follow the OMB Circulars and CFRs that apply to it based on the type of Program being funded through this Contract and the type of entity that best describes Contractor's organization (e.g., non-profit, local government, educational institution, etc.). The applicable OMB Circulars and CFRs are defined in Exhibit K (Contract Accounting, Administration and Reporting Requirements).
 - 1.0 Contractor shall adhere to both administrative requirements and cost principles as detailed in the applicable OMB Circulars and CFRs as appropriate for Contractor's Program and organization.
 - 2.0 This Contract provides specific references to CFRs, OMB Circulars, rules, regulations, and the like; however, Contractor shall ensure that it follows all applicable laws,

rules, regulations, policies, procedures, etc. even if they are not specifically referenced herein.

3.0 The requirements herein are applicable only to Fixed and Non-Fixed Assets. However, Contractor shall exercise reasonable care in the use and maintenance of Supplies when specific requirements are not addressed.

B. In the event of any conflict or inconsistency between the requirements established in this Exhibit M and any of the governing OMB Circulars or CFRs, the conflict shall be resolved by giving precedence to the governing OMB Circulars or CFRs.

C. If this Contract indicates that Fixed and Non-Fixed Assets may be purchased, Contractor shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. These policies include, but are not limited to:

1.0 The requirements of this Exhibit M.

2.0 Procurement Standards outlined in the OMB Circulars CFRs, as applicable to Contractor's Program and organization as described in Exhibit K (Contract Accounting, Administration and Reporting Requirements).

3.0 Cost principles outlined in the OMB Circulars and CFRs, as applicable to Contractor's Program and organization as described in Exhibit K (Contract Accounting, Administration and Reporting Requirements).

4.0 Additional requirements, which may be communicated to Contractor through County memorandum, directives, Change Notices, Contract Amendments, etc.

VII. APPROVAL REQUIREMENTS

A. The following requirements are applicable only to Fixed and Non-Fixed Assets.

B. Necessary Prior Approval to Purchase Fixed Assets for Area Agency on Aging (AAA), Dispute Resolution Program, Adult Protective Services and Community Services American Indian Block Grant Programs

1.0 Prior to purchasing or acquiring Fixed Assets, Contractor must receive written approval from County authorizing the

purchase when Contractor will use more than \$5,000 of Contract Funds to purchase the Fixed Asset.

- 2.0 Prior approval is not required for the purchase of Non-Fixed Assets or Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and supplies as outlined herein and according to applicable laws.
- 3.0 Upon receiving approval from County, Contractor shall ensure that all Fixed Asset purchases are approved by the Contractor's Board of Directors or its Authorized Representative, before completing a Fixed Asset purchase.
- 4.0 County's approval of Contractor's Budget does not constitute approval of the purchase of the Fixed Asset(s).
- 5.0 Examples
 - 5.1 If Contractor intends to purchase a \$5,700 Fixed Asset and will use \$2,500 of Contract Funds to purchase the Fixed Asset, prior approval is not required.
 - 5.2 If Contractor intends to purchase a \$5,700 Fixed Asset and will use \$5,700 of Contract Funds to purchase the Fixed Asset, prior approval is required.

C. Necessary Prior Approval to Purchase Fixed Assets for Workforce Investment Act (WIA) Programs

- 1.0 Prior to purchasing or acquiring Fixed Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use any portion of Contract Funds to purchase the Fixed Asset.
- 2.0 Prior approval is not required for the purchase of Non-Fixed Assets or Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and supplies as outlined herein and according to applicable laws.
- 3.0 Contractor shall submit a separate request to County's Contract Management Manager following the instructions provided in WIA Directive number D-DWA-04-024/D-YTH-04-08 (dated August 24, 2004). Copies of this Directive are available on the Work Source California website, which may

be accessed using the following address:
http://www.worksourcecalifornia.com/information/wib_LAcounty.htm (there is an underscore between *wib* and *LAcounty*).

4.0 County's approval of Contractor's Budget does not constitute approval of the purchase of the Fixed Asset(s).

5.0 Examples

5.1 If Contractor intends to purchase a \$4,500 Asset and will use \$2,500 of Contract Funds to purchase the Fixed Asset, prior approval is not required.

5.2 If Contractor intends to purchase a \$10,000 Asset and will use \$2,500 of Contract Funds to purchase the Fixed Asset, prior approval is required.

D. Necessary Prior Approval to Dispose of Fixed and Non-Fixed Assets

1.0 Contractor shall obtain prior written approval from County in order to sell, transfer, donate or otherwise dispose of Assets with a **current** market value over \$500 in the aggregate. The aggregate value is either the total value of a single item or the combined value of multiple items.

2.0 Contractor shall contact County's Contract Manager to obtain specific instructions for requesting prior approval from County and shall adhere to all County requirements for the disposal of these Assets.

3.0 Prior to the sale, transfer, donation or other disposal of all Assets consisting of electronic equipment with memory capability, Contractor shall notify County to ensure that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract and Program related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Paragraph 7.5 (Confidentiality) of this Contract, Exhibit G (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit P (Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (Business Associate Agreement)).

E. Necessary Prior Approval to Use Program Income from Sales Revenue

- 1.0 Contractor shall obtain prior written approval from County for the use of Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit K (Contract Accounting, Administration and Reporting Requirements).

VIII. PURCHASE REQUIREMENTS FOR FIXED AND NON-FIXED ASSETS

A. The following requirements are applicable only to Fixed and Non-Fixed Assets. However, Contractor shall exercise due diligence for the purchase of Supplies when specific requirements are not addressed.

B. Cost Requirements

- 1.0 Contractor shall perform a cost or price analysis prior to the purchase of an Asset.

1.1 Cost analysis includes the review and evaluation of each element of cost to determine its reasonableness, allocability, and allowability. Contractor shall ensure that Assets are allowable and allocable pursuant to the cost principles outlined in applicable OMB Circulars and CFRs.

1.2 Price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.

- 2.0 Contractor shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.

- 3.0 Contractor shall avoid purchasing unnecessary or duplicative items. Contractor shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).

- 4.0 Contractor shall ensure that all costs associated with the purchase of Assets are included in its total actual cost (i.e., the final cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The total actual cost shall also include any deductions

for cash discounts, rebates and allowances received by Contractor.

- 5.0 Contractor shall only charge the total actual cost of the Asset to this Contract. If the total actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Contract shall not be charged by Contractor to another grant.

C. Competition

- 1.0 Contractor shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in the applicable OMB Circulars/CFRs.
- 2.0 Contractor shall ensure that it obtains a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset(s).
- 3.0 Contractor shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.
- 4.0 Contractor or Contractor's agent who develops or drafts specifications, requirements, statements of work, invitation for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.
- 5.0 Contractor shall select the vendor whose bid is most responsive to the requirements outlined in the solicitation.
- 6.0 Sole Source (Procurement by Non-competitive Proposal)
 - 6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation of a number of sources, competition is determined inadequate.
 - 6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in applicable OMB Circulars and CFRs) and one of the following applies:

- 6.2.1 The Asset is available only from a single source.
 - 6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.
 - 6.2.3 County provides written authorization for non-competitive procurement of the Asset.
 - 6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.
- 7.0 Contractor shall ensure that solicitations for Assets provide:
 - 7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.
 - 7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.
 - 7.3 Description of the functions to be performed/performance required, including the minimum acceptable standards, when practicable.
 - 7.4 Description of specific features of “brand name” products or an equivalent that bidders are required to meet when such items are included in the solicitation.
 - 7.5 Acceptance, to the extent possible and economically feasible, of Assets dimensioned in the metric system of measurement.
 - 7.6 Preference, to the extent possible and economically feasible, for Assets that conserve natural resources and protect the environment and are energy efficient.
- 8.0 Contractor shall make an effort to utilize small businesses, minority-owned firms and women’s business enterprises whenever possible, pursuant to the procurement procedures outlined in applicable OMB Circulars and CFRs.

D. Procurement Instrument

- 1.0 Contractor shall determine the type of procurement instrument to be used for the purchase, which may include purchase orders, fixed price contracts, cost reimbursable contracts, etc.
- 2.0 The procurement instrument shall promote the best interests of the Program.
- 3.0 "Cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of procurement shall not be used.

E. Documentation Requirements

- 1.0 Contractor shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).
- 2.0 Contractor shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).
- 3.0 Contractor shall maintain documentation of its cost/price analysis and any sole source procurement.
- 4.0 Contractor's Budget
 - 4.1 Contractor shall report Assets purchased with Contract Funds on the Budget (as defined in Exhibit J (Definitions)). Prior to reporting Assets on the Budget, Contractor shall receive written approval to purchase Assets as detailed in Section VII (Approval Requirements), herein.
 - 4.2 Assets purchased by Contractor shall match the Assets reported on the Budget.
 - 4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget.
 - 4.4 In the event the actual purchase price is either more or less than the cost reported on the Budget, Contractor shall submit a Budget modification to County's Contract Manager before the end of the Fiscal Year pursuant to Paragraph 9.9 (Modifications)

of this Contract. Contractor shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.

5.0 Documentation Requirements for AAA Programs

5.1 In addition the documentation requirements outlined above, the following applies to AAA Programs:

5.1.1 Contractor shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.

5.1.2 The supporting documents shall be submitted to County's Contract Manager at the same time that Contractor submits its invoice to County for the purchase.

F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.

G. Assets purchased either wholly with the Federal share of Contract Funds and/or with any required Contractor matching contribution shall be charged directly to the Program.

IX. INVENTORY REQUIREMENTS FOR FIXED AND NON-FIXED ASSETS

A. The following requirements are applicable only to Fixed and Non-Fixed Assets. However, Contractor shall exercise reasonable care in the maintenance and tracking of Supplies.

B. Asset Bar Code Identification Tags

1.0 Contractor shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags shall provide a unique identifier for each Asset, which is used to track the Asset until its final disposition.

2.0 Contractor shall notify County's Contract Manager to obtain the Asset Bar Code Identification tags and County will affix the tags on each Asset.

C. Inventory Tracking

1.0 Every two (2) years, or more frequently as requested by County, Contractor shall conduct a physical inventory of all

Assets and reconcile the results with Contractor's Asset accounting records.

- 2.0 Contractor shall investigate any differences between quantities determined by the physical inspection and those shown in the accounting records to determine the causes of the difference.
- 3.0 As part of its inventory tracking, Contractor shall verify the existence, current utilization, and continued need for Assets.
- 4.0 Contractor shall inventory these Assets until the final disposition procedures have been completed for the Assets.

D. Inventory Reporting Using the Inventory Control Form and/or Inventory Letter

- 1.0 During any Fiscal Year in which Contractor purchases Assets, it shall report its inventory of those Assets to County. To this end, Contractor shall utilize Exhibit N (Inventory Control Form), as the mechanism to report these Assets, as further described in Sub-section IX.D.2.0 (Inventory Control Form), herein. During any Fiscal Year in which Contractor does not purchase any Assets, Contractor shall prepare an Inventory Letter in lieu of completing the Inventory Control Form, as further described in Subsection IX.D.3.0 (Inventory Letter), herein.
- 2.0 Inventory Control Form
 - 2.1 On an annual basis or more frequently as requested by County, Contractor shall complete Exhibit N (Inventory Control Form) to report its Assets and shall submit it to County's Contract Manager.
 - 2.2 Contractor shall maintain supporting records for all Assets reported on the Inventory Control Form including, but not limited to, receipts of purchase, purchase orders, etc.
 - 2.3 Contractor shall include such supporting records, which must be placed in sequential order (to match the order of the Assets listed on the Inventory Control Form) with the Inventory Control Form unless otherwise directed by County.

- 2.4 Contractor shall ensure that the information on the supporting records match the information reported on the Inventory Control Form.
- 2.5 Contractor shall complete the Inventory Control Form by reporting the following Assets:
 - 2.5.1 Assets purchased during prior Fiscal Years.
 - 2.5.2 Assets purchased under Predecessor Agreements.
 - 2.5.3 Assets which County has not authorized Contractor to dispose of (i.e., Contractor shall report all Assets on the Inventory Control Form until the final disposition procedures have been completed for the Assets).
- 2.6 If Contractor has multiple contracts with County, Contractor shall use a separate Inventory Control Form to report Assets for each contract.

3.0 Inventory Letter

- 3.1 On an annual basis or more frequently as requested by County, Contractor shall prepare the Inventory Letter, and shall submit it to County's Contract Manager. The Inventory Letter shall adhere to the following:
 - 3.1.1 It shall indicate that no Fixed or Non-Fixed Assets were purchased using Contract Funds during the prior Fiscal Year (and shall list the full term of the Fiscal Year; for example, July 1, 20XX – June 30, 20XX).
 - 3.1.2 It shall include Contractor's name, Contract number and the name of the Program.
 - 3.1.3 If Contractor has multiple Program components, Contractor shall prepare a separate Inventory Letter to report that no Assets were purchased for each Program component. For purposes of this Contract, the Program component is defined as the Work to be provided under this Contract which:

3.1.3.1 Has its own defined Services, Clients and other specific requirements as outlined in Exhibit A (Statement of Work); and,

3.1.3.2 Is funded with its own share of the Contract Funds.

3.1.4 The Inventory Letter shall be signed and dated by Contractor's Authorized Representative.

X. DISPOSAL REQUIREMENTS FOR FIXED AND NON-FIXED ASSETS AND SUPPLIES

A. The following requirements are applicable to Fixed and Non-Fixed Assets and Supplies. However, Contractor shall exercise due diligence to dispose of Supplies when specific requirements are not addressed.

B. Consistent with Federal and State regulations, Contractor may dispose of Assets and Supplies pursuant to the guidelines reflected herein and applicable OMB Circulars and CFRs.

C. For purposes of this Exhibit M, disposal shall include the sale, discarding, transfer, donation or trade-in or other disposal of Assets.

D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.

1.0 Salvage items include Assets which are either obsolete or broken/irreparable.

2.0 Surplus items are Assets which are no longer needed for the Program due to termination of this Contract, termination of the Program, dissolution of Contractor's operations, or other similar circumstances.

3.0 Contractor may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:

3.1 Only after the Assets have first been offered and declined in writing by County.

3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Contractor (i.e., Contractor employees, or Contractor employees'

family members, businesses which employ or have a relationship with Contractor, employees or employees' family members, businesses conducting business with Contractor, and Clients, etc.).

E. Disposition upon Dissolution of Contractor or Termination of Contract

- 1.0 When the Program, for which Assets were purchased, has ended or after dissolution of Contractor's operations, County reserves the right to determine the final disposition of the Assets.
- 2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.
- 3.0 Contractor shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Contract Manager.
- 4.0 County reserves the right to require Contractor to transfer such Assets to another entity, including, but not limited to, County or the State.
- 5.0 To exercise the right referenced in Sub-section X.E.4.0, herein, County will issue specific written disposition instructions to Contractor no later than 140 days after termination of this Contract or notification of Contractor's dissolution.

F. Supplies

- 1.0 Contractor shall compensate County for its share of the residual inventory of unused Supplies if the **current** fair market value of the inventory exceeds \$500 or more in the aggregate when the items are no longer needed for either the Program or another Federally-funded program.
- 2.0 The aggregate value in this case is the total value of all remaining unused Supplies.

G. Current Fair Market Value

- 1.0 Contractor shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.

- 2.0 Contractor shall use one or more of the following methods/resources to determine the current fair market value:
 - 2.1 Orion Computer Blue Book
 - 2.2 Professional or expert appraisal
 - 2.3 Public advertisement
 - 2.4 Industry quotation
 - 2.5 Other similar methods/products

H. Sale of Assets

- 1.0 After receiving written approval from County for this action, Contractor may sell Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.
- 2.0 Contractor shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.
- 3.0 Contractor shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Contractor may be required to reimburse County for the revenue that is earned pursuant to Exhibit K (Contract Accounting, Administration and Reporting Requirements).
- 4.0 After the sale of an Asset, Contractor shall prepare an updated Inventory Control Form and submit it to County within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.
- 5.0 Contractor shall obtain receipts from the recipient of the sale item(s) acknowledging receipt of the sale item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

I. Transfer of Assets

- 1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Sub-

sections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.

2.0 Contractor shall transfer Assets according to this order:

2.1 To another program providing the same or similar service as that provided in this Contract.

2.2 To a State/Federally-funded program.

3.0 After the transfer of an Asset, Contractor shall prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.

4.0 Contractor shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

J. Donation of Assets

1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.

2.0 To donate Assets, Contractor shall:

2.1 Prepare an updated Inventory Control Form and submit it to County's Contract Manager within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.

2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Contract Manager along with the completed Inventory Control Form.

2.3 Obtain liability waiver(s) for donated items. Contractor shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:

- 2.3.1 Names and addresses of Contractor and recipient organization.
- 2.3.2 Complete description of Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.
- 2.3.3 Date when donation was received by recipient organization.
- 2.3.4 Certification statement to be attested to by recipient organization releasing Contractor from all liability for donated Asset(s).
- 2.3.5 Name, signature and title of the recipient organization's Authorized Representative.

XI. RECORDKEEPING

- A. Contractor shall maintain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.
- B. Contractor shall make these documents available for collection and/or viewing by Federal, State and County authorities.

EXHIBIT N
INVENTORY CONTROL FORM

Contractor's Name:

Contract Number:

Address:

Contract Services:

Fiscal Year:

Completed By:

Phone Number:

Title:

County Asset Bar Code ID Number	Funding Source (If multiple funding sources, indicate % split)	Description (Monitor, CPU, etc.)	Brand Name	Model Name or Model No.	Serial No.	Location of Asset	Assigned to (Name of Person)	Cond. of Asset*	Purchase Order No.	Purch. Date	Unit Price

I certify under penalty of perjury that a complete physical inventory has been conducted, the information provided on this form is correct to the best of my knowledge, and all purchases were made in accordance with the conditions of this Contract and are in compliance with local, State, and federal regulations.

Name of Authorized Representative

Title of Authorized Representative

Signature

Date

* Provide condition of the asset upon its disposal, transfer or as requested by County. Condition descriptions: V=Very Good; G=Good; F=Fair; P=Poor; S=Salvage/disposed

EXHIBIT O
(CHARITABLE CONTRIBUTIONS CERTIFICATION)

Contractor's Name

Contract Number

Address

Internal Revenue Service Employer Number Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (Senate Bill 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the certification below that is applicable to your organization:

- ☐ Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of this Contract, it will timely comply with them and provide County's Contract Manager a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and California Government Code Sections 12585-12586.

Name of Authorized Representative (Print)

Signature

Title of Authorized Representative (Print)

Date

EXHIBIT P

INTENTIONALLY OMITTED

EXHIBIT Q
(CERTIFICATION OF COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM)

Contractor's Name

Contract Number

Address

Telephone Number

E-Mail Address

Contract Services

Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **and**

To the best of its knowledge, after a reasonable inquiry, Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **and**

It agrees to comply with County's Defaulted Property Tax Reduction Program during the term of this Contract.

- OR -

- ☐ It is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

On behalf of Contractor's organization, I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Name of Authorized Representative (Print)

Signature

Title of Authorized Representative (Print)

Date

EXHIBIT R
(CONTRACT MANAGEMENT SYSTEM – CONTRACTOR’S GATEWAY
TERMS AND CONDITIONS OF USE)

- 1.0 County has developed the Contract Management System – Contractor’s Gateway (hereafter “System”), an automated system designed to electronically manage this Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by County.
- 2.0 County has established policies concerning the access, use and maintenance of the System. Contractor shall adhere to these policies, which include this Exhibit R (hereafter “Terms and Conditions of Use”), the Contract Management System-Contractor’s Gateway User Acknowledgement Agreement (“User Acknowledgement Agreement”), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor’s non-compliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of this Contract, and/or other actions which County may take at its sole discretion.
- 3.0 System Access and Control
 - 3.1. Contractor shall access the System using the following Uniform Resource Locator (URL) link:
https://gateway.css.lacounty.gov:4443/OA_HTML/AppsLogin (please note there is an underscore between “OA” and “HTML” in the URL).
 - 3.2. Contractor shall ensure that data that is accessed using County information technology resources must be used for County authorized purposes and must not be disclosed to others without County’s prior written authorization or unless required by Federal, State or Program regulations.
 - 3.3. Unauthorized access by Contractor to any County information technology resource, including the System, network, software application programs, data files, and restricted work areas is prohibited.
 - 3.4. Accessing the System During Non-Business Hours
 - 3.4.1. County recommends that Contractor does not access the System during non-business hours in order to allow County to provide technical assistance when requested from Users (who are defined in Section 5.0 (User Accounts), herein).
 - 3.4.2. For purposes of this Terms and Conditions of Use, non-business hours are defined as the days and times that are outside of the traditional work week (where the traditional work week is

recognized as Monday – Friday, 8:00 a.m. to 5:00 p.m.). The traditional work week does not include County-recognized holidays.

- 3.4.3. Generally, County-recognized holidays are the same as Federally-recognized holidays such as January 1st, July 4th, December 25th, etc. of each year. Contractor may obtain a current list of County-recognized holidays from County's Contract Manager.

4.0 System Protocols and Security

- 4.1. Digital communications that occur between Contractor and County within the System are conducted over a secure network, which has been established by County using Secure Socket Layer technology, one of the most robust encryption platforms available.
- 4.2. The System's URL provides an assurance to County and Contractor that accessing and using the System are done securely. A Web browser in secure mode will display a URL address beginning with "<https://>" rather than the standard "<http://>", where the "s" in "<https://>" stands for "secure".
- 4.3. County has established these secure, standard protocols which encrypt data across publicly used Internet connections.
- 4.4. County will make every effort to provide standard Internet-level performance while Users utilize the System. Contractor shall contact County when it experiences any disruptions in services by following the guidelines established in Sub-section 8.2, herein.

5.0 User Accounts

5.1. Designation of Users

- 5.1.1. Contractor shall designate Contractor Employees (Users) who shall be responsible for operating the System on Contractor's behalf.
- 5.1.2. For purposes of this Terms and Conditions of Use, a Contractor Employee is defined as a staff member on Contractor's payroll who works on this Contract.
- 5.1.3. Contractor shall obtain prior approval from County to designate an account for each User who accesses the System. Contractor shall follow the instruction guides/tutorials provided by County and the general guidelines outlined in Sub-section 5.5 (Requesting User Accounts), herein, for requesting, creating and designating User accounts.

5.2. User Account Classification

5.2.1. User accounts are classified as either View-Only or Administrative. Contractor shall designate a classification for each User when requesting approval for a User account.

5.2.2. There are two (2) types of User account classifications:

5.2.2.1. View-Only User: A User who can access the System to view all Contract documents and agency information.

5.2.2.2. Administrative User: A User who can access the System to view all Contract documents and agency information, submit Contract documents to County, update Contractor's administrative information, receive automated System alerts/notices (when designated as the contact person for this responsibility), and perform other functions as defined by County.

5.3. Active and Inactive User Accounts

5.3.1. An active User account is defined as a User who has an approved, current, valid account, which does not have an inactive or termination date in the System. This User can access the System and perform functions based on his/her account classification (as defined in Sub-section 5.2 (User Account Classification), herein).

5.3.2. An inactive User account is defined as a User whose account profile has been assigned an inactive or termination date and User can no longer access the System.

5.4. Contractor shall designate and maintain a minimum of two (2) active Users (up to a maximum of four (4) active Users) at all times as follows:

5.4.1. Contractor shall designate at least one (1) Administrative User at the level of Contractor's Project Director.

5.4.2. Contractor shall designate at least one (1) User who has delegated authority to execute this Contract. This User shall be at the level of the Executive Director and may be classified as either a View-Only User or an Administrative User.

5.4.3. One of the two Users shall be designated as the responsible contact who shall receive and respond to System generated alerts/notices pertaining to Contract Document Deliverables (e.g., insurance certificates, business licenses, permits, etc.).

5.5. Requesting User Accounts

5.5.1. Contractor shall obtain prior approval from County in order to establish User accounts in the System. Contractor shall follow these general guidelines to obtain County's approval:

5.5.1.1. Contractor shall review its Employees, assess each of their responsibilities, and determine which Employee(s) should have a User account in the System.

5.5.1.2. Contractor shall provide the Employee with the User Acknowledgement Agreement, and the Employee shall read and complete the form. Contractor's Authorized Representative shall review and sign the form. Contractor shall ensure that the User Acknowledgement Agreement is completed for each Employee that will receive a User account.

5.5.1.3. Contractor shall ensure that the completed User Acknowledgement Agreement is attached/saved in the System as a Contract Document Deliverable (on the General Page of the Administration tab) prior to requesting and being granted access to the System by County.

5.5.1.4. Contractor shall create a profile for each User in the System.

5.5.1.5. Upon County's receipt of the User profile submitted by Contractor, County will review User's profile and Employee's completed User Acknowledgement Agreement.

5.5.1.6. County will inform Contractor whether the User account has been approved or rejected.

5.5.2. Approved and Rejected User Accounts

5.5.2.1. Upon approval of Contractor's request for a User account, County will provide User with a unique User Name (logon/System identifier) and a default password.

5.5.2.1.1. User shall be responsible for changing his/her password when prompted by the System.

5.5.2.1.2. User may begin accessing the System immediately.

5.5.2.2. Upon rejection of Contractor's request for a User account, County will follow-up with Contractor to discuss the reason(s) for rejecting Contractor's request for a User account.

5.5.3. Contractor's Assurances Upon Creating User Accounts

5.5.3.1. Contractor is responsible for the conduct of all Users who access and utilize the System. Contractor shall ensure that Contractor and its Users adhere to this Terms and Conditions of Use, the User Acknowledgement Agreement, instruction guides/tutorials provided by County, training sessions conducted by County, etc. which establish the policies under which the Users shall operate the System.

5.5.3.2. Contractor shall ensure that each User's copy of the User Acknowledgement Agreement forms are saved in the System as a Contract Document Deliverable. Contractor shall not delete any User Acknowledgement Agreement forms from the System without County's written prior approval.

5.5.3.3. Contractor shall ensure that all Users receive and maintain current copies of all instruction guides/tutorials for using the System, which are developed by County and provided to Contractor.

5.6. User Name and Password

5.6.1. Contractor shall ensure that its Users do not share their unique User Name and password with any other person.

5.6.2. County recommends that Users change their passwords every three (3) months to ensure additional password security.

5.6.3. Contractor shall ensure that all Users maintain valid, secure e-mail accounts, which shall be used for self-service maintenance of User Name and password information. In the event that Users forget their User Name or password, User shall adhere to the instruction guides/tutorials provided by County for resetting the User Name or password.

- 5.6.4. Repeated changes to a User's password outside of the recommended three-month period, as noted in Sub-section 5.6.2, herein, shall be monitored and investigated by County and may result in County suspending User's access.

5.7. Change in User's Status

- 5.7.1. When a User's status changes (e.g., he/she is no longer employed by Contractor or User's responsibilities change), Contractor's Authorized Representative shall take immediate action to update the User's account profile. Updates to User account profiles shall be approved by County.
- 5.7.2. Contractor shall update User account profiles in the System by removing a User's account once that User is no longer an Employee on this Contract.
- 5.7.3. New Employees/Users
 - 5.7.3.1. When Contractor determines that a new Employee shall receive a User account, Contractor shall adhere to the guidelines established in Sub-section 5.5 (Requesting User Accounts), herein, to create an account in the System.
 - 5.7.3.2. Prior to requesting a new User account, Contractor shall ensure that it continues to maintain at least two (2) active Users and does not exceed the maximum of four (4) Users (pursuant to Sub-section 5.4, herein).
- 5.7.4. Contractor shall regularly review all User account information to ensure accuracy and completeness. Contractor shall ensure that updates are completed whenever administrative changes occur.
- 5.7.5. If County determines at its own discretion that Contractor is creating or removing User accounts too frequently then County shall take appropriate measures to investigate and remedy these occurrences. Upon County's request, Contractor shall provide sufficient justification for these frequent User account updates.

6.0 General Policies for Use

- 6.1. County information technology resources are to be used solely for County business purposes.
- 6.2. County may periodically update this Terms and Conditions of Use and the User Acknowledgement Agreement policies. County may also implement

future enhancements to the System. Contractor shall ensure that Contractor and Users adhere to all policy updates as well as any new procedures for using System enhancements.

6.3. Data Integrity

6.3.1. Contractor shall ensure that Users maintain the integrity of data they enter in the System, and do not save, store or attach electronic files in the System which do not meet the following requirements:

6.3.1.1. File types must be Word, Excel or Portable Data Format (PDF) documents. Files such as pictures, videos, music, PowerPoint presentations, or other files as determined by County are not acceptable types of documents.

6.3.1.2. File types must be compatible with standard/common national brands, including Microsoft Office 2003 products or later version (Word, Excel, etc.), Adobe Reader 9.0 (or later version) or their equivalent.

6.3.1.3. Files shall not be corrupted (i.e., documents shall be free of viruses).

6.3.1.4. The size limit of each file shall not exceed ten (10) megabytes (10 MB).

6.3.2. Contractor's non-compliance with the data requirements outlined herein will be remedied at County's sole discretion.

6.4. E-Mail Alerts and Notices

6.4.1. The System generates automatic e-mail alerts and notices based on the occurrence of certain events. These events may include, but are not limited to, confirmation of executed Contract (or Amendments), request for Contract Document Deliverables, notification of expired Contract Compliance Document Deliverables, etc.

6.4.2. Contractor shall ensure that its Users adhere to all alerts and notices generated by the System. These alerts and notices shall convey and have the same effect and importance as alerts and notices sent by County's Administration (or their designees) as defined in Paragraph 6.0 (Administration of Contract-County) in this Contract and Exhibit E (County's Administration). Contractor shall appropriately respond to all requests for documentation, promptly

adhere to due dates/deadline requirements and diligently follow all instructions indicated in the alert/notice.

6.5. Administrative Changes

- 6.5.1. Pursuant to Paragraph 7.0 (Administration of Contract-Contractor) and Paragraph 8.34 (Notices) of this Contract, Contractor shall designate its authorized staff by using Exhibit F (Contractor's Administration). Further, Contractor shall initiate any changes in its staff, including those listed on Exhibit F (Contractor's Administration), by giving written notice to County.
- 6.5.2. When changes to Contractor's staff, address or other items requiring written notice are necessary, Contractor shall:
 - 6.5.2.1. Adhere to the requirements outlined in Paragraph 8.34 (Notices) of this Contract.
 - 6.5.2.2. Upon providing the required written notice to County, update the administrative data in the System, including all User account profile information.
- 6.5.3. Implementation and use of the System shall not excuse Contractor from adhering to the requirements for providing proper written notice to County when changes occur in Contractor's administration.

7.0 Monitoring

- 7.1. All County information technology resources are subject to audit and periodic, unannounced review by County.
- 7.2. County reserves the right to administer, monitor, audit and/or investigate Contractor's access to and use of County's information technology resources (i.e., System, e-mails, Contractor-generated data files, etc.). If evidence of abuse or negligence is identified, County will take the appropriate actions to remedy any areas of Contractor's non-compliance.
- 7.3. During County's monitoring of User activities, unusual practices will be investigated and reported to County's Administration. County will take the necessary steps to remedy Contractor's inappropriate use of the System. Unusual practices may include, but are not limited to, the following:
 - 7.3.1. Users frequently accessing the System during non-business hours (pursuant to Sub-section 3.4 (Accessing the System During Non-Business Hours), herein).

- 7.3.2. Contractor not maintaining the minimum and/or exceeding the maximum number of Users at any point in time (pursuant to Sub-section 5.4, herein).
- 7.3.3. Users changing their passwords more than the recommended limit (pursuant to Sub-section 5.6.4, herein).
- 7.3.4. Contractor frequently changing its Users (pursuant to Sub-section 5.7.5, herein).

8.0 System Maintenance and Technical Assistance

- 8.1. To ensure proper operation of the System, County will periodically perform routine System maintenance activities. Since these activities will impact the ability of Users to access the System, County will notify Users when they attempt to login that System maintenance is occurring and County will indicate the time when the System will become available. Generally, System maintenance activities will occur during non-business hours (e.g., weekends, late evenings, County-recognized holidays, etc.) to limit the impact to Users.
- 8.2. County will provide assistance to Users in the event of technical difficulties that may occur while utilizing the System. Technical assistance will be provided as follows:
 - 8.2.1. Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding County-recognized holidays).
 - 8.2.2. County's Administrators
 - 8.2.2.1. Ms. Tsotso Odamtten may be reached by phone or e-mail, respectively, as follows: (213) 738-2663 or tsotso@css.lacounty.gov.
 - 8.2.2.2. Ms. Lynn Tran may be reached by phone or e-mail, respectively, as follows: (213) 739-7393 or ltran@css.lacounty.gov.
 - 8.2.3. County will follow-up on requests for assistance from Contractor within at least two (2) business days during the traditional work week (pursuant to Sub-sections 3.4.2 and 8.2.1, herein).

DISPUTE RESOLUTION PROGRAM FY 2009-14

The Performance Requirements Summary (PRS) Chart is a listing of the minimum required services and performance that will be monitored during the Contract term. The PRS chart also lists examples of the types of documents that will be used during monitoring, as well as the standards of performance and acceptable quality level of performance. All listings of required services used in this PRS chart are intended to be completely consistent with the terms and conditions of the Contract and the Statement of Work (Exhibit A to the Contract) and are not meant in any case to create, extend, revise, or expand any obligation of the CONTRACTOR beyond that defined in the terms and conditions of this Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the terms and condition of the Contract, the Statement of Work, and this Performance Requirements Summary (PRS) Chart, the terms and conditions of the Contract and the Statement of Work (SOW) will prevail.

Performance Outcomes	Standards	Acceptable Quality Level	Data Source	Remedies for Non-Compliance
Minimum Cases Initiated	The minimum annual number of dispute resolution cases of at least 0.1% (.001) of the population in the assigned SPA.	90%	Program Report	If CONTRACTOR performance does not meet the Acceptable Quality Level, the COUNTY will have the option to apply the following remedies: 1) Request a Corrective Action Plan, 2) Suspension of Payment; 3) Suspension of Contract; 4) Termination of Contract.
Minimum Cases Resolved	The minimum annual of projected resolved dispute resolution cases shall be 50% of the dispute resolution cases initiated.	90%	Program Report	
Minimum Number of Previously Unserved Local Stakeholder Groups	Contractor shall serve a minimum of three (3) previously unserved local stakeholder groups, including, but not limited to, schools, youth-serving organizations, community-based organization, faith-based organizations, city and county community centers, city and county parks and recreation units, and workplaces.	90%	Program Report	
Key Measures	Standards		Data Source	Remedies for Non-Compliance
Basic DRPA 25 Hour Classroom and Practicum Training (SOW Sections 4.3 and 16.0)	All staff and volunteers who conduct any Dispute Resolution Process under the Contract will have met the DRPA Act and Regulations Training Requirements.		CSS Program Monitoring Report	
Public Relations/Information Marketing/Outreach Efforts (SOW Section 4.1)	At least once a month, a marketing or outreach activity to attract case referrals and/or volunteers will be conducted (i.e. community group presentation, festival booth, meeting with attys)		Program Report	